Enhanced Eligibility Verification Project
IPB Reference Number 22027527
HFS Reference Number 2013-00-002

The Executive Ethics Commission (EEC) Chief Procurement Office (CPO) for General Services requests proposals from responsible Offerors to meet the State's needs. A brief description is set forth below for Offeror's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

Brief Description: As authorized in PA 97-689, referred to as the Save Medicaid Access and Resources Together (SMART) Act, the purpose of this Request for Proposal (RFP) is to secure the services of a Vendor to provide assistance with verifying eligibility of individuals for Illinois' medical assistance programs. The selected Vendor will work under the direction of Department of Healthcare and Family Services (HFS) to perform services that assist in verifying that current and future medical assistance program recipients meet eligibility requirements of the programs. Specifically, the Vendor will review all cases due for redetermination and verify certain key eligibility factors; assist in reviewing cases that contain potential anomalies; and develop a secure web site that contains a selected set of additional data matches for State caseworkers to use in any determination of eligibility. It is the State's intention that eligibility decisions shall be as accurate as possible, ensuring that no eligible individual shall be denied enrollment, as well as ensuring that individuals who are not eligible are not enrolled.

This procurement is being conducted on behalf of HFS by the CPO, and is exempt from most requirements of the Illinois Procurement Code and administrative rules, and state and department policies and procedures pertaining to procurement, contract formation, contract award, and Business Enterprise Program approval.

CSG Government Solutions, Inc. assisted in the preparation of this RFP, and therefore is precluded from responding to it.

The resulting contract shall be with the Illinois Department of Healthcare and Family Services, and shall have an initial term of two years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions, exceed 10 years. Subject to the maximum total term limitation, the HFS has the option to renew for two one-year renewals.

In this solicitation, the term "Offeror" or "Proposer" refers to organizations that are responding to the RFP. The term "Vendor" refers to the successful Offeror who is awarded the contract.

Please read the entire solicitation package and submit offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. When filling out the required forms, red text indicates fields the Offeror is to complete (green text indicates fields the State is to complete). Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

The State of Illinois encourages prospective vendors to consider hiring qualified veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances.

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1. INSTRUCTIONS FOR SUBMITTING OFFERS

- 1.1. PUBLISHED PROCUREMENT INFORMATION: The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us/), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (www.cdb.state.il.us/procurement.shtml) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. The Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.
- 1.2. **SOLICITATION CONTACT:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors may only communicate with the Solicitation Contact. The State shall not be held responsible for information provided to any other person.

Solicitation Contact: Margaret VanDijk Phone: 217.558.2228

Executive Ethics Commission Fax: 217.558.2164

401 South Spring, Room 714 Stratton

Springfield, IL 62706

margaret.vandijk@illinois.gov

Report suspected errors immediately to the Solicitation Contact identified above. Do not discuss the solicitation or any offer, directly or indirectly, with any State officer or employee other than the Solicitation Contact.

1.3. **OFFEROR QUESTIONS AND AGENCY RESPONSE:** All questions that pertain to this solicitation, including those raised at the Offerors conference, must be submitted in written form and submitted to the Solicitation Contact **no later than 5:00 p.m. (CDT) on July 18, 2012.** Questions received and Agency responses will be posted as an Addendum to the original solicitation on the Bulletin. Only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

1.4. REQUIRED MEETINGS

Since attendance is mandatory, an Offeror will be disqualified and considered non-responsive if the Offeror does not attend, is not on time, leaves early, or fails to sign the attendance sheet. Offeror must allow adequate time to accommodate security screenings at the site.

Date: **Tuesday, July 17, 2012**

Time: **1:00 to 4:00 CDT**

Location: Lower Level Conference Center

Capital City Training Center 130 W. Mason, Springfield IL

- 1.5. **OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS**: Offers will be opened at the address provided below at the time specified below.
 - 1.5.1. Offer Due Date & Time

Date: July 30, 2012

Time: 2:00 p.m. CDT

- 1.5.2. Offer Firm Time: The Offer must remain firm for 90 days from opening.
- 1.5.3. **Submit/Deliver Offers To:**

Label (outside of envelopes/containers):

Executive Ethics Commission	Sealed Offer – Do Not Open
Attn: Margaret VanDijk	Enhanced Eligibility Verification Project IPB# 22027527
401 South Spring Street, Room 714 Stratton	Due Date & Time: July 30, 2012 at 2:00 p.m. CDT
Springfield, IL 62706	Vendor Name
Enhanced Eligibility Verification Project IPB# 22027527	Vendor City, State and Zip

- 1.6. **ORGANIZATION REQUIRED**: Offers must be submitted in three (3) packets. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror's Pricing Offer provided in Section 2. Packet 3 shall include all other information requested, including but not limited to the Offer and Attachments AA through MM. Separately seal each packet.
 - 1.6.1. OFFEROR'S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK Packet 1
 - 1.6.2. OFFEROR'S PRICING OFFER Packet 2
 - 1.6.3. ATTACHMENTS AA through CC and FF through KK Packet 3, Tab 1
 - 1.6.4. **ATTACHMENT EE SUPPLEMENTAL PROVISIONS -** Packet 3, Tab 2
 - **1.6.4.1 Offeror Supplemental Provisions** (This does not include exceptions to Agency specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror's position or, for example, an Offeror's licensing agreement).

- 1.6.5. OFFEROR'S PROVIDED CONFIDENTIAL DOCUMENTS AND ATTACHMENT LL EXCEPTIONS Packet 3 Tab 3
 - 1.6.5.1. Any additional material, confidential documents, and any exceptions must be noted on this page and provided as part of the resulting contract.
 - 1.6.5.2. Exceptions must be provided on Agency's Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.
 - 1.6.5.3. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.
- 1.7. **SUBMISSION OF OFFERS**: Offer must be submitted in three (3) separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the proposer's name and the wording: **"Sealed Offer Do Not Open."** The three (3) separately sealed packets may be submitted together in one (1) mailing/shipping box or may be submitted separately in three (3) individual/shipping boxes. Each packet must be submitted on a separate CD or USB, totaling three (3) CDs or USBs. The electronic documents must be submitted in Microsoft Word 2007 or later.

Subject Matter	# of Originals	# of Hard Copies	# of CD or USB
SPECIFICATIONS/QUALIFICATIONS/ STATEMENT OF WORK – PACKET 1	1	7	1
PRICING – PACKET 2	1	2	1
OTHER FORMS – PACKET 3	1	2	1

1.8.	SECURITY: Performance Bond: N/A .
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1.9.	SIVIALL	. BUSINESS	SEI-ASIDE:	🗌 Yes 🔀 No.

- 1.10. MINORITY CONTRACTOR INITIATIVE: The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.11. **FEDERAL FUNDS: AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases HFS' funding by reserving some or all of HFS' appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) HFS determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Vendor will be notified in writing of the failure of appropriation or of a reduction or decrease.

- 1.12. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State 1.13. and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section 1.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.
- 1.14. RESERVATIONS: Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best and Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State in accordance with applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Vendor(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).
- 1.15. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive Vendor and most Responsible Vendor whose Offer best meets the specified criteria. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most responsive/responsible Vendor.
- 1.16. **REFERENCES:** Yes No. Offeror must provide references from established private firms or government agencies other than the Department of Healthcare and Family Services who can attest to Offeror's experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information, and a description of the supplies or services provided using Attachment EE.

Type of References: The Offeror must have a minimum of three years of experience within the past five years as a provider of relevant services as described in this RFP. As proof of this experience, the Offeror must submit three client references with the contact person's name, organization, title, address, phone, and e-mail address, along with a brief description of the work performed by the Offeror for the reference and how the experience meets the requirement. At least one of the references must be from a state Medicaid program and the other references must be from federal, state, or large county governments where the Offeror provided services required by this RFP for a program of similar size and criticality as the Illinois Medicaid program. The references provided must be for the Offeror; references for subcontractors or staff will not be considered in meeting this reference requirement. THE STATE RESERVES THE RIGHT TO CONTACT REFERENCES PROVIDED, AS WELL AS IDENTIFY AND CONTACT ITS OWN REFERENCES OR CONTACTS in addition to those submitted by Offeror. Additionally, the State may also consider any previous experience the Offeror has had with HFS or other State agencies, including, but not limited to, performance problems and compliance with applicable laws and contract provisions.

1.17. **PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADMIN. CODE 1.5550, 4.550, 6.420, & 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office Phone: (217) 558-3724

Attn: Protest Review Office Facsimile: (217) 558-2164

401 S. Spring Street

Suite 514 Stratton Office Building Illinois Relay: (800) 526-0844

Springfield, IL 62706

- 1.18. **EVALUATION PROCESS:** The State will determine how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for Price evaluation and award. The State evaluates three categories of information: Responsibility, Responsiveness, and Price. The State will consider the information provided and the quality of that information when evaluating Offers. If the State finds a failure or deficiency, the State may reject the Offer or reflect the failure or deficiency in the evaluation.
 - 1.18.1. RESPONSIBILITY: A responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State will determine whether the Offeror is a "Responsible" Vendor; a Vendor with whom the State can or should do business. For example, the State may consider the following:
 - 1.18.1.1. A "prohibited bidder" includes a person assisting the State of Illinois or a State Agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued Request for Information. Additionally, a person who assisted the State by reviewing, drafting or preparing a Request for Proposal or Request for Information or who provided similar assistance is deemed a prohibited bidder.

- 1.18.1.2. Other factors that the State may evaluate to determine Responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer,) compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or courses of supply, and the ability to provide required maintenance service or other matters relating to the bidder's probable ability to deliver in the quality and quantity within the time and price as specified in this solicitation.
- 1.18.1.3. Awarded Vendor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. The State may require a performance bond if, in the opinion of the State, it will ensure performance of the contract. The State may terminate the Contract, consistent with the termination for cause provision of the Contract, if the Vendor lacks the financial resources to perform under the Contract.
- 1.18.1.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.
- 1.18.2. RESPONSIVENESS: A responsive Offeror is one who has submitted an offer that conforms in all material respects to the Request for Proposal, and includes all required forms. Required forms may include and may not be limited to:
 - 1.18.2.1. State Board of Elections Certification: Pursuant to Section 20-160(b) of the Illinois Procurement Code (30 ILCS 500/20-160(b)), certain Offerors are required to register with the State Board of Elections. If required to register, Offeror shall submit with the Offer a copy of its State Board of Elections certificate. See Attachment AA for an example.
 - 1.18.2.2. Evidence of Authorization to Do Business in Illinois: Offeror must exist as a legal entity and must be authorized to do business in Illinois at the time the Offer is submitted. Evidence of such authorization includes a Certificate of Good Standing issued by the Illinois Secretary of State's Department of Business Services. Offeror shall include a copy of its Certificate of Good Standing with the Offer. See Attachment BB for an example.
 - 1.18.2.3. Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC Illinois Department of Human Rights Public Contracts Number.
 - 1.18.2.4. Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF Subcontractor Disclosure.
 - 1.18.2.5. Standard Certifications: Offeror shall complete Attachment GG Standard Certifications.
 - 1.18.2.6. Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH Financial Disclosures and Conflicts of Interest.
 - 1.18.2.7. Business and Directory Information: Offeror shall complete and return Attachment JJ Business and Directory Information.

- 1.18.2.8. References: If references are required, Offeror shall complete Attachment KK References.
- 1.18.2.9. Taxpayer Identification Number: Offeror shall complete Attachment MM Taxpayer Identification Number.
- 1.18.3. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.
- 1.18.4. The State will determine whether Offeror complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.
- 1.18.5. **PRICE**: The State will identify the lowest priced Offer that meets Responsibility and Responsiveness requirements.

- 2. **SELECTION OF VENDOR:** The State will award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria and who submits the best value as shown by the combination of Responsiveness and Price.
 - 2.1. The State will determine how well Offers meet the Responsiveness requirements. The State will rank Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
 - 2.2. If the State does not consider the Price to be fair and reasonable and negotiations fail to result in acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.
 - 2.3. The chart below shows the elements of Responsiveness that the State will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is **800**.
 - 2.4.1 RESPONSIVENESS ELEMENTS: Below is a table that explains how the State will evaluate the various components of Offeror's technical proposal. The subcategories, when listed for each responsiveness element, must be addressed throughout the Offeror's response for that particular element. Each section of the RFP includes information regarding Offeror's response requirements.

	Responsiveness Elements	Corresponding RFP Section	Minimum Required Points	Total Possible Points
1. Tear	m Experience (5%)	1.6.3		50
2. Offe	eror References (3%)	1.16		30
3. Offe	ror Experience (10%)		70	100
a)	General experience (5%)	1.6.1, 1.6.2.1		50
b)	Data verification services experience (5%)	1.6.2.2		50
•	oosed Solution to Case Processing Services terminations and Potential Anomalies) (20%)	1.3.1 1.3.2 1.3.7	140	200
a)	Techniques for ensuring timeliness of accurate processing (10%)			100
b)	Plan for contacting clients and sending client notices (5%)			50
c)	Plan for obtaining information from clients (5%)			50
5. EEV	Data Resources / Data Mining (10%)	1.3.3 1.3.4 1.3.5	70	100
a)	Ability to process cases to bring recommendations (4%)			40
b)	Ability to bring data resources (4%)			40
c)	EEV portal solution & Vendor database (2%)			20
6. Custo	omer Service Operations (5%)	1.3.6		50
a)	Call center & customer support capabilities and experience (4%)			40
b)	Communication plan (1%)			10

Responsiveness Elements	Corresponding RFP Section	Minimum Required Points	Total Possible Points
7. Management and Implementation, Reporting, and Quality Management (70%)	1.3.8 1.3.9 1.3.10		70
a) General management, reporting, and			30
quality management approach (30%)			
b) Approach to training (20%)			20
c) Approach to implementation (20%)			20
8. Ability to Provide Additional Support Services (5%)	1.3.11		50
Responsiveness Sub-total		455	650
Offerors who meet the minimum point requirement			
(455) for the responsiveness sub-total and meet			
minimums as established for items 3, 4 and 5 will be			
required to make an on-site presentation to State staff.			
9. Offeror Presentation (15%)	2.5		150
 a) Presentation of solution for data resources / data mining capabilities (5%) 			50
b) Overview of the processing solution for reviewing cases (5%)			50
c) Customer service including interactions with			ΕO
State staff (5%)			50
Responsiveness Total			800
kesponsiveness rota			800

- 2.4. **Offeror Presentation:** Offerors who meet the minimum responsiveness for items 1 8 in the table above will be invited to make a presentation to the evaluation committee.
 - 2.4.1. The agenda for the presentations will be as follows:
 - 2.4.1.1. Team introductions and high-level Offer overview
 - 2.4.1.2. Presentation of solution for data resources / data mining capabilities
 - 2.4.1.3. Overview of the processing solution for reviewing cases
 - 2.4.1.4. Customer service including interactions with State staff
 - 2.4.1.5. Wrap-up
 - 2.4.2. The specific details regarding the Offeror presentations will be provided to Offerors who achieve the minimum points.
- 2.5. The total number of points for Price is **200**. The State will determine Price points using the following formula:

Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points

2.6. The maximum number of points is **1,000** = (Responsiveness 800) + (Price 200).

STATE OF ILLINOIS OFFER

Project Title / Reference # Enhanced Eligibility Verification Project (IPB# 22027527)

The undersigned authorized representative of the identified Offeror hereby submits this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, the Offeror makes an Offer to the State of Illinois that the State may accept.

Use this Form as a final check to ensure that all required documents are completed and included with Offeror's bid. Offeror must mark each blank below as appropriate; mark N/A when a section is not applicable to this solicitation. Offeror understands that failure to meet all requirements is cause for disqualification.

1.	SOLICITATION AND CONTRACT REVIEW: Offeror reviewed the Request for Proposal, including all referenced documents and instructions, completed all blanks, provided all required information, and demonstrated how it will meet the requirements of the State of Illinois.
	☐ Yes ☐ No
2.	ADDENDA: Offeror acknowledges receipt of any and all addendums to the solicitation and has taken those into account in making this Offer.
	☐ Yes ☐ No ☐ N/A
3.	VENDOR CONFERENCE: If attendance was mandatory, Offeror attended the Vendor Conference.
	☐ Yes ☐ No
4.	OFFER SUBMISSION: Offeror is submitting the correct number of copies, in a properly labeled container(s), to the correct location, and by the due date and time.
	☐ Yes ☐ No

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5.	PACKET 1: Yes No			
	Offeror's Proposed Solution to Meet the State's Requirements	Yes		
	Milestones and Deliverables	Yes		
	Offeror/Staff Specifications	Yes		
	Transportation and Delivery Terms	☐ Yes ☐ No ☐ N/A		
	Subcontracting Disclosed	☐ Yes ☐ No ☐ N/A		
	Where Services Are to Be Performed	Yes No N/A		
9.	PACKET 2 – Pricing:			
	☐ Yes ☐ No			
10.	PACKET 3: Yes No			
	Offer	Yes No		
	State Board of Elections Certification and Certificate	Yes No N/A		
	Evidence of Authorization to Do Business in Illinois	Yes No		
	Illinois Department of Human Rights Public Contracts Number	Yes No		
	Supplemental Terms and Conditions	Yes No		
	Standard Certifications	Yes No		
	Financial Disclosures and Conflicts of Interest	Yes No		
	Disclosure of Business Operations in Iran	Yes No		
	Business Directory Information	Yes No		
	References	Yes No N/A		
	Offeror Provided Additional Material, Confidential Documents and Exceptions	Yes No		
	Taxpayer Identification Number	Yes No		

Enhanced Eligibility Verification Project
IPB Reference # 22027527

SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL

As authorized in PA 97-689, also known as the Save Medicaid Access and Resources Together (SMART) Act, the purpose of this Request for Proposal is to secure the services of a Vendor to provide assistance with verifying eligibility for Illinois medical assistance programs. The selected Vendor will work under the direction of the Department of Healthcare and Family Services (HFS) and with the Department of Human Services (DHS) to perform eligibility checks to verify that current and future medical assistance program recipients meet eligibility requirements of the programs.

Specifically, the Vendor will: review all cases due for redetermination and verify eligibility factors; assist in reviewing cases that contain potential anomalies; and develop a secure web site that contains a selected set of additional data matches for caseworkers to use in the determination of any eligibility. These services are being procured on a temporary basis, primarily as a bridge to the new Integrated Eligibility System (IES) being developed by the State. Until such time as the IES can be implemented, the selected Vendor will assist the State in improving program integrity and reducing the backlog of cases overdue for redetermination.

It is the State's intention that eligibility decisions shall be as accurate as possible, ensuring that no eligible individual shall be denied enrollment, as well as ensuring that individuals who are not eligible are not enrolled.

As required by the SMART Act, the State is seeking a Vendor who will primarily review recipient-specific information concerning eligibility criteria using external data sources, and make timely recommendations regarding continued eligibility. In addition, the Vendor will assist by reviewing cases that are deemed potential anomalies and make recommendations regarding eligibility. The Vendor will provide a secure web site to serve as an Illinois Enhanced Eligibility Verification (EEV) Portal. This Illinois EEV Portal will serve several functions, including making available to caseworkers information obtained by the Vendor from all data sources that are used to assist in the determination of eligibility, thereby enhancing the accuracy of eligibility determinations. The Illinois EEV Portal provided by the Vendor will serve as the point of access for State staff to Vendor-obtained information. In addition, the EEV Portal will present the Vendor's recommendation for eligibility, thus supporting caseworkers who will make the final disposition of eligibility in all cases.

The selected Vendor will work through the HFS Bureau of Eligibility Integrity under the direction of the Eligibility Modernization Oversight Group (EMOG), an established inter-agency committee that includes representatives from HFS and DHS.

1.2. BACKGROUND

As the United States has been experiencing an economic recession, enrollment in Medicaid, the federal-state health program for the poor and disabled, has increased more rapidly than State revenue as more individuals have become eligible to receive services. Over the last several years, full-time Medicaid enrollment has increased by almost 6% annually.

As a result, the General Assembly enacted a package of cost-cutting and revenue-enhancing measures aimed at better aligning the Medicaid budget with available resources. Among other things, this law (generally known as the SMART Act)

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requires the establishment of additional processes to strengthen determination and redetermination of eligibility for Medicaid programs.

As directed in the SMART Act, the purpose of this RFP is to secure the services of a reputable and experienced Vendor to verify that current and future medical assistance program recipients meet eligibility requirements for enrollment. (Medical assistance program clients are primarily covered through Medicaid, Title XIX of the Social Security Act, but the category also includes services provided under several other state and federal programs, including the Children's Health Insurance Program Reauthorization Act, Title XXI of the Social Security Act. These programs will be collectively referred to as "Medicaid" or "Medical Assistance" in this RFP.)

These services are being procured on a temporary basis, primarily as a bridge to the new Integrated Eligibility System (IES) being developed by the State. Until such time as the IES can be implemented, the selected Vendor will assist the State in improving program integrity and reducing the backlog of cases overdue for redetermination.

In Illinois, HFS is the designated Single State Agency for Medicaid and is responsible for policy related to all public means-tested medical benefits including Medicaid, CHIP, and other state-only medical programs (and child support enforcement), while the other programs oriented toward family self-sufficiency (including Cash Assistance, and the Supplemental Nutrition Assistance Program, or SNAP) are the responsibility of the Department of Human Services (DHS). DHS maintains the front door for these services through the operation local offices – Family Community Resource Centers (FCRCs) – and operates the current Client Information System (CIS) which provides integrated intake and eligibility determination for the Cash Assistance, SNAP, Medicaid, CHIP, and other Illinois medical programs.

DHS is responsible for CIS, and employees of DHS are responsible for the majority of the case work associated with Medicaid. To maintain efficiency and convenience for customers, the local office caseworkers currently determine eligibility in an integrated manner, determining a person's or a family's eligibility for Cash Assistance, SNAP, and Medicaid through a single application process. HFS maintains centralized units that determine eligibility and perform case maintenance for some medical programs. These units use the same eligibility and case maintenance data systems as DHS (with some customization). With the exception that staff do not conduct any face-to-face interaction with applicants or recipients, these units operate as a local office.

CIS currently includes a robust set of electronic data matches or clearances (described in Appendix A.4) which provide caseworkers with information regarding potential eligibility determination factors. CIS enables caseworkers to run these clearances any time eligibility requires review, including upon initial review of the application for a new case, and during annual redeterminations. Due to an increase in volume and reduction in staff, caseworkers have not been able to adequately keep up with the reviews which are needed to accurately process redeterminations.

Appendix A includes additional background information to assist Offerors. This includes information on how the Vendor may access Illinois online policy and procedure manuals for use as needed in completion of the duties detailed in this RFP; and contains the case and client counts and expected volumes of the various types of cases covered by this RFP.

Throughout this RFP, the terms "local office," "caseworker," and "State staff" refer to both DHS and HFS; the terms "client," "customer," and "recipient" refer to the individuals receiving Illinois medical program services. The word "day" or "days" refer to calendar days unless otherwise noted. Appendix A.5 includes a detailed glossary of other terms for Offerors' reference.

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- **1.3. SUPPLIES AND/OR SERVICES REQUIRED:** The State of Illinois is seeking a Vendor to provide the enhanced eligibility verification services described below. Information regarding each of the required services and how the Offeror's proposal must respond to or address each service is described in detail below. Section 1.4 provides additional details regarding Offerors proposal requirements including information regarding Appendix B.3, which is a list of detailed mandatory and desirable requirements.
 - **1.3.1 Redetermination Services:** The largest portion of the proposed project will require the Vendor to utilize a variety of external data sources to obtain client-specific information as identified by the State for clients in cases due for redetermination. The Vendor will collect and verify data on factors key to the continued eligibility of clients and make a recommendation concerning the continuation of eligibility. These services will include the following steps as described below.
 - 1.3.1.1 On a regular basis which will be determined by HFS in consultation with DHS and the Vendor, the State will provide the Vendor access to an electronic file of client-specific information for cases needing redetermination. This file will include all critical data elements for each client due for redetermination to the extent that these data elements are available in the State's database. This file will contain, but not necessarily be limited to, the following data elements: the client's name, social security number, date of birth, address, citizenship status, household size (number of people in the income standard), and information which identifies the client/case in the State's system (Recipient ID Number, Case Number). Appendix A.3 includes a set of data elements which the State will provide to the Vendor. The State and the Vendor will work together to identify the specific format of the electronic file which will be provided to the Vendor. Inclusion of other potential data elements such as sex, marital status, and receipt of income and/or reported assets will be determined in consultation with the Vendor.
 - 1.3.1.2 The Vendor shall timely review and process cases due for redetermination, as described below, for each of the clients provided in the file. Details regarding timeliness requirements are included in the performance metrics (section 1.5.3).
 - 1.3.1.3 For each client listed in the file, the Vendor will utilize the client's identifying information as provided by the State to gather data about the client from external data sources as further detailed in Section 1.3.3 below. All client information available in the data sources will be gathered by the Vendor and stored in a Vendor-supplied database.
 - 1.3.1.4 For each case, the Vendor will review all criteria identified by the State for the category of eligibility as documented in the requirements in Appendix B.1, analyze the data obtained from the various data sources, seek to verify the key data elements for each client associated with the case, and make a recommendation concerning whether Medicaid eligibility should be continued or discontinued.
 - 1.3.1.5 During the review of the information obtained by the Vendor from any of the external data sources, if data are identified that may make the case ineligible for continued assistance or if the results of the Vendor's data matching are inconclusive, the Vendor will contact the client per the requirements included in Appendix B.1 to resolve the issues of uncertainty, including collection of required documents from the client except as noted in 1.3.1.15.
 - 1.3.1.6 If review of the information returned from any of the external data sources reveals a discrepancy which may make the case ineligible for continued assistance in its current category of medical

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assistance, for selected cases the Vendor shall determine whether the case, or members of the case, are eligible for other categories of assistance per the categories of eligibility as documented in Appendix B.1.

- 1.3.1.7 Vendor will consider all the data received from the client, in combination with the electronic sources, and make a recommendation as to the disposition of the redetermination of eligibility for individuals in the case. The Vendor will record in the Vendor's recommendation in the Vendor's database.
- 1.3.1.8 The State is concerned about clients being dis-enrolled, only to reapply a short time thereafter, at which time they are found to be eligible for services a phenomenon commonly referred to as "churning." Therefore, if the results of electronic data matches suggest ineligibility, the Vendor shall send the client a notice of prospective ineligibility and give the client the opportunity to provide documentation to prove eligibility. The Vendor is required to initiate contact with the client to make a recommendation to resolve the case such that client is adequately provided the opportunity to address the potential cancellation. The Vendor will be monitored based on performance criteria as established in Section 1.5.3 which includes the levels of churning which will be monitored by the State.
- 1.3.1.9 If the Vendor recommends termination of eligibility or reduction of benefits (for example, to a higher cost plan) based on any information provided by the federal government (e.g. Social Security), it must verify the information on which the recommendation is based separately from the federal source by contacting the client as required under 42 CFR 435.955.
- 1.3.1.10 The State may require clients to make a specific attestation that information gathered electronically is correct in situations where the client is not otherwise contacted during the case review. This would specifically apply to those cases where no electronic information was obtained that would disqualify the client for continued enrollment and where the client is not otherwise in contact with the State (as would be the case if the client were also receiving SNAP benefits or Cash Assistance, for example). If an attestation is required of these cases, the Vendor shall obtain such attestation. As described subsequently, Offerors must price a separate option for this activity. How this option will be operationalized will be determined in the contracting phase, but the Offeror shall include any thoughts on this matter in its offer. The State is specifically interested in how many clients the Offeror believes this might affect.
- 1.3.1.11 The Vendor will establish a highly secure portal (as described in Section 1.3.4) specifically for the Illinois EEV effort which will be accessible by State staff including but not limited to caseworkers at local offices. This Illinois EEV Portal must include a Work Queue that will allow caseworkers to access the Vendor's case-specific review results according to agreed-upon protocols for assigning cases to caseworkers. The rules for the EEV Portal and Work Queue access must be flexible and easily changed at the State's direction.
- 1.3.1.12 For each case in the Work Queue, the caseworker must be able to view the Vendor's recommended disposition for the case, the overall reason for the recommendation, and appropriate data for each of the data elements defined by the State for the relevant category of eligibility. Appendix B.2 includes a format which the State suggests, but Offerors are encouraged to propose a format for the

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Work Queue which will suit the State's needs as described. The State and the Vendor will work together to finalize the format.

- 1.3.1.13 The caseworker will review the information as recommended by the Vendor and enter results into the State's CIS to process the final determination on the case. Upon processing the final determination on the case, the caseworker will update the case in the Vendor's Illinois EEV Portal Work Queue to record the final disposition of the case. The Work Queue must accommodate caseworkers' access to cases showing the Vendor's recommended disposition and allow for a drop-down menu selection for caseworkers to quickly and easily enter the final disposition, along with the ability to enter the rationale for why the State's disposition was different from the Vendor's recommendation (if applicable).
- 1.3.1.14 The Vendor will send out client notices in situations where, upon final posting of the State's eligibility determination to the Work Queue, the redetermination of the case is for continued medical eligibility in the same program and the client is not otherwise subject to redetermination for SNAP or Cash Assistance benefits. The State will send out all other notices to clients regarding changes in case status.
- 1.3.1.15 Client notification will be specific to the type of case, and the specific language of the notice will be provided by the State based on the type of case. The Vendor will work with the State to adjust the timing and details surrounding client notices throughout the term of the Contract as described in Section 1.3.7.
- 1.3.1.16 The Vendor will perform a review of information received from external data sources for all cases sent to the Vendor, including those where the client has SNAP or Cash Assistance benefits. For those cases, the Vendor will only contact the client for follow-up on resources as required. Specific details regarding contacting clients in those cases will be the subject of further discussions with the State, but in general, contact of cases with SNAP or Cash Assistance benefits will be required only for AABD cases where SNAP benefits are not being re-determined during the year in question (roughly half of AABD cases with SNAP in any year). The Vendor will always post the case to the Work Queue with a recommendation concerning medical program eligibility.
- **1.3.1.17 Offeror's Response**: The Offeror's response to these required services must include a narrative description of their understanding of the State's requirements for processing redeterminations. Offerors must clearly describe how their proposed solution will support the State's requirements and assist in achieving enhanced eligibility verification goals and improve timeliness of processing redeterminations as described in this RFP. Offerors proposals must include:
 - i. information regarding Offeror's systems and processes that will be available to enhance the processing of Illinois medical program redeterminations
 - ii. approach for contacting clients to validate information and minimize churning
 - iii. solution for generating client notices and processing receipt of responses, including any documentation required to verify a factor of eligibility
 - iv. processes for ensuring follow-up with clients to maximize response to requests for information

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- v. techniques for meeting the timeliness requirements associated with the processing of redeterminations and for ensuring the accuracy of Vendor's recommendations
- 1.3.1.18 Offerors are encouraged to propose creative solutions to achieving the work as described.
- **1.3.2 Services for Cases Identified as Potential Anomalies:** The Vendor will assist the State in performing the enhanced eligibility verification processes described below for a group of cases that, while not necessarily due for redetermination at the current time, have been identified as containing potential anomalies. These cases are currently provided to caseworkers on a Priority Action List (PAL). Appendix A.2 includes details on the types of cases and anomalies on the PAL. The State expects that many of the cases with anomalies will be addressed as part of a re-determination processing, and that the number of cases sent to the Vendor for processing outside of the redetermination timeframe will decline dramatically after the first year. The State will work with the Vendor to negotiate specific expectations around the number and type of cases submitted in this category.
- 1.3.2.1 On a regular basis which will be determined with the Vendor, the State will provide the Vendor with an electronic file of cases which have been identified as having anomalies. The electronic file will include details regarding identification of the anomaly. Information regarding the types of cases which the State anticipates sending to the Vendor with anomalies and the types of information which will be provided is described in Appendix A.2. The file sent to the Vendor will contain, at minimum, the following data elements: the client's name, social security number, date of birth, address, citizenship status, household size (number of people in the income standard), and information which identifies the case/client in the State's system (Recipient ID Number, Case Number) to the extent that these data elements are available in the State's database. Appendix A.3 includes a set of data elements which the State will provide to the Vendor. The State and the Vendor will work together to identify the specific format of the electronic file which will be provided to the Vendor. Inclusion of other potential data elements such as sex, marital status, and receipt of income and/or reported assets will be determined in consultation with the Vendor.
- 1.3.2.2 The Vendor shall timely review these cases. Details regarding timeliness requirements for these cases will be developed as part of contract negotiations with the Vendor.
- 1.3.2.3 The Vendor will review these cases using the procedures developed pursuant to 1.3.1 to make a recommendation regarding continued eligibility. In particular, the Vendor will review the anomaly as detailed in the file sent by the State and identify any details regarding the Vendor's finding associated with the anomaly detailed. The review of criteria will include matching client information with external data sources matches and contacting the client if required.
- 1.3.2.4 The Vendor will post findings resulting from the Vendor's review of these cases including recommendation concerning continued eligibility to the Work Queue (accessible by caseworkers as described above). Each case posted in the Work Queue must include the recommended disposition, the overall reason for the recommendation, and appropriate data for each of the data elements defined for the relevant category of case as detailed in Appendix B.1.
- 1.3.2.5 Subsequently, the caseworker will review the information as recommended by the Vendor in the Work Queue and enter results into the State's CIS system to process the final determination on the case. Upon processing the final determination on the case, the caseworker will update the case in

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the Vendor's Work Queue to record the final disposition of the case. The Vendor's Work Queue must accommodate caseworkers' access to cases showing the Vendor's recommended disposition and allow for a drop-down menu selection for caseworkers to quickly and easily enter the final disposition, along with the ability to enter the rationale for why the State's disposition was different from the Vendor's (if applicable).

- 1.3.2.6 In situations where the final disposition of the case was that eligibility be continued, no notification will be sent to the client. In situations where the final disposition of the case is for cancellation, the State will issue the notice to the client.
- **1.3.2.7 Offeror's Response**: Offeror's response to the services required must include a narrative description of its understanding of the requirements for assisting the State in reviewing cases that contain potential anomalies. The Offeror must clearly describe how its proposed solution will support the State's requirements and assist in achieving objectives for enhanced eligibility verification. Offerors proposals must include:
 - i. information regarding Offeror's systems and processes that will support processing of cases with potential anomalies
 - ii. solution for generating client notices including capacity for customizing notices to fit situations to address anomalies
 - iii. processes for ensuring follow-up with clients to maximize response to requests for information
 - iv. techniques to ensure processing of anomalies are addressed in a timely and accurate manner
- 1.3.2.8 Offerors are encouraged to propose creative solutions to achieving the work as described.

1.3.3 Vendor Supplied External Data Sources and Data Mining Services

- 1.3.3.1 Throughout the term of the contract, the Vendor shall access external data sources as specified in Appendix B.3. The State has included a list of mandatory data sources in Appendix B.3 which must be accessed by the Vendor. The State understands that some of these data sources may require the State of Illinois to authorize the Vendor to act on behalf of the State in order to access this information. The State will work with the Vendor to ensure that these data sources are accessible by and available to the Vendor.
- 1.3.3.2 In addition to the mandatory data sources described in Appendix B.3, Offerors are encouraged to submit proposals which include accessing additional data sources which will enhance eligibility verifications for the State of Illinois medical programs. Additional desirable data sources would include those beyond that which Illinois caseworkers currently have access to as described in Appendix A.4. The new/additional data sources should help verify an individual's income or resources from sources such as motor vehicle information, property deeds, "The Work Number," etc.
- 1.3.3.3 The Vendor shall have significant expertise and capability in performing verifications utilizing the Vendor-supplied external data sources. The Vendor must have algorithms and techniques which will

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maximize the capacity to find Illinois clients' information and process verifications. Appendix A.2 includes details regarding known issues with the information on cases in Illinois systems, including missing SSNs. The State will work with the Vendor to identify methods for resolving issues with the current client data in order to improve the effectiveness of the eligibility verification processes.

- 1.3.3.4 **Offeror's Response**: Offeror's response must include a narrative description of its overall understanding of the requirements for supplying external data sources to support the enhanced eligibility verification processes. Offeror's proposals must include:
 - i. confirmation that Offeror will access the mandated data sources identified in Appendix B.3, including any prior experience with these particular sources
 - ii. details regarding issues the Offeror identifies that the State will need to assist the Vendor in overcoming to access mandated data sources (Offerors should include recommended solutions for resolving known issues)
 - iii. details regarding any additional data sources beyond those mandated in Appendix B.3 which the Offeror proposes to use to obtain information to enhance eligibility verification
 - iv. identification of the specific eligibility criteria the data may verify and description of the relevance of the source to medical programs eligibility
 - v. for each proposed additional external data source:
 - a. identification of the data source
 - b. information regarding how often the data are refreshed (i.e., real time, batch, hourly, daily, monthly, etc.)
 - c. details regarding how the data can be searched (i.e., by Social Security Number, address, name, etc.)
 - d. information regarding accuracy and validity of the data
 - vi. matching or searching algorithms and tools that will allow the Vendor to enhance the information which is found on clients. The State is not seeking proprietary information regarding algorithms and techniques rather, Offerors must provide sufficient detail including past applicable experiences which will allow evaluators to differentiate the Offeror's solution and capabilities.

1.3.4 Vendor-Supplied Illinois EEV Portal

- 1.3.4.1 The Vendor must establish and maintain a highly secure web site, using role-based security requirements, which will serve as the Illinois EEV portal.
- 1.3.4.2 The Illinois EEV Portal must provide the following:
 - i. Work Queue
 - a. The Work Queue must allow caseworkers and other State staff with appropriate authentication to access a list of cases sent to the Vendor for processing as maintained on the Vendor-supplied database.
 - b. The specific protocol for assigning cases to a worker will be determined by the State with the Vendor; the Illinois EEV Portal solution must be flexible in allowing changes in Work Queue access based on user roles.

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- The types of information which must be available in the Work Queue for each case will include details regarding the Vendor's progress on reviewing eligibility of clients included in the case, and the Vendor's recommended disposition for any case.
- d. The Work Queue must display all information the Vendor has regarding the client associated with each case, including images of documents received by the Vendor or notices sent to the client.
- e. The Work Queue must display cases by status and date to ease the display and filtering of information for the caseworker.
- f. The Work Queue must allow caseworkers to update cases with the State's final disposition of each case, including information about the reason the information may differ from the Vendor's preliminary recommendation (if applicable), through the use of a drop-down list of selection items.
- ii. Access to Vendor-supplied external data sources
 - a. The Illinois EEV Portal must provide access for staff with appropriate authentication the ability to perform additional queries and receive responses in a real-time mode to access Vendor-supplied data sources as described in Section 1.3.3.
 - b. The caseworker staff will utilize the data sources accessed through the Illinois EEV Portal to supplement the information currently available through CIS clearances. The portal will be utilized for new applications in local offices as well as during caseworker processing of other actions on cases.
- iii. Other services which the Offeror proposes to support the enhanced eligibility verification services requirements. Offerors are encouraged to propose creative solutions for the Illinois EEV Portal solution.
- 1.3.4.3 As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract including the Illinois EEV Portal, must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at http://www.dhs.state.il.us/iitaa.
- 1.3.4.4 The Illinois EEV Portal must include access control mechanisms that support individual accountability (i.e., passwords that are associated with a user identifier assigned to an individual).
- 1.3.4.5 All access to the Illinois EEV Portal must include an audit trail, including cases and individual clients searched, by user, when (i.e., user ID and date stamp), and the data returned during the search.
- 1.3.4.6 The Illinois EEV Portal must include help screens to assist in navigation through the portal. The training materials developed by the Vendor for State staff must include information regarding the use of the Illinois EEV Portal.
- 1.3.4.7 The Illinois EEV Portal must have the capacity to support access by up to 3,000 caseworkers during working hours with a response time under five seconds.
- 1.3.4.8 The Illinois EEV Portal must be available to State staff 7:00 a.m. to 7:00 p.m., Monday through Friday, and hours on Saturdays which will be identified by the State. The Vendor shall immediately

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notify the State, through agreed upon protocols, of any incident of the Illinois EEV Portal downtime occurring during the required hours of availability. Information regarding outages must be available through the help desk described in Section 1.3.6.12. Weekly status reports shall include the date, time, number of minutes of duration, cause, and resolution of each downtime incident. Outages will be reviewed at the weekly meeting described in Section 1.3.8.5.

- **1.3.4.9 Offeror's Response**: Offeror's response to these required services for the Illinois EEV Portal must include a narrative description of the proposed solution for providing a secure web site which will meet the requirements as identified in this section. Offerors must clearly describe:
 - i. how its proposed solution and the Illinois EEV Portal will support the State's requirements and assist in achieving enhanced eligibility verification objectives
 - ii. the proposed solution for the Work Queue as a component of the Illinois EEV Portal to allow caseworkers to access Vendor-recommended dispositions and record final dispositions for cases reviewed by the Vendor
 - iii. how the Vendor will support queries to Vendor-supplied external data sources to allow State staff to perform additional queries
 - iv. approach to addressing the requirements for security, accessibility, and audit trail
 - v. approach to ensure response times meet the requirements
 - vi. details for the Illinois EEV Portal help materials which will be available, and how this will be coordinated with the training materials provided by the Vendor.

1.3.5 Vendor Database

- 1.3.5.1 The Vendor will retain all information gathered and developed on each case and each client in the Vendor's database and all information will be readily accessible to the State, including information received from each of the data sources concerning the case and client as well as any electronic images of any documents provided by the client. This information must include the details regarding the Vendor's recommendation concerning disposition and the final disposition for each case in order to generate detailed reports regarding the processing of cases for redetermination and those submitted to the Vendor for review with potential anomalies.
- 1.3.5.2 The information maintained in the Vendor database will be used for appeals, audits, and other required follow-up. This information shall be available to the State for six years after the conclusion of the Contract.
- 1.3.5.3 The Vendor will provide to the State an electronic file of images of all correspondence sent to or received from each client or concerning each client, and will be indexed by case. This information must be sent on a weekly basis in Portable Document Format (PDF) as specified in Appendix B.3.
- 1.3.5.4 All information maintained by the Vendor for the State of Illinois in performance of the Contract must be handled in compliance with all applicable standards and guidance, including but not limited to:
 - The Health Insurance Portability and Accountability Act of 1996 http://www.cms.gov/HIPAAGenInfo

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- ii. The guidance of the National Institute of Standards and Technology, Computer Security Division http://csrc.nist.gov
- iii. The Federal Information Security Management Act (FISMA) http://csrc.nist.gov/drivers/documents/FISMA-final.pdf
- iv. Illinois IT Policies http://www2.illinois.gov/bccs/Pages/IT_Policies.aspx
- v. The Americans with Disabilities Act http://www.ada.gov
- vi. The Illinois Information Technology Accessibility Act Standards http://www.dhs.state.il.us/iitaa
- vii. The Illinois Identity Protection Act (5 ILCS 179) http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=3174&ChapterID=2
- 1.3.5.5 At any time requested during the contract term, the Vendor will provide the State with a complete copy of the Vendor's database with the State's information.
- 1.3.5.6 Any outage to the Vendor database which impacts the operation of the services as described in the RFP must be communicated immediately to the State, through agreed upon protocols. Weekly reports of outages impacting operations shall include the date, time, number of minutes of duration, cause, and resolution of each downtime incident. Outages will be reviewed at the weekly meeting described in Section 1.3.8.5.
- **1.3.5.7 Offeror's Response:** Offeror must provide sufficient detail in its response to describe the Offeror's proposal to ensure the Vendor's database meets the requirements and that the Offeror is in compliance with all applicable standards.
- **1.3.6 Customer Service Operations:** The Vendor must provide robust customer service operations, which will include a client call center available to clients for whom the Vendor has responsibility for EEV services, and a help desk which will be available for the State staff who are interacting with the Vendor's system(s).
- 1.3.6.1 **Staffing Requirements:** The Vendor shall employ and train a sufficient number of customer service staff, including management, supervisory, quality assurance, and support personnel, to maintain customer service operations as described here. The Offeror will identify a Customer Service Manager as one of the key personnel as required by Section 1.6 below. The Customer Service Manager will be responsible for all customer service operations as required by the Contract. Customer service staff shall have adequate work experience and expertise to perform all requirements. Customer service staff shall include at least one supervisor who is responsible for overseeing the functions of the customer service operations. The Vendor shall provide an updated organization chart to the Agency by the 10th calendar day of the month following any staffing changes.
- 1.3.6.2 Client Call Center: The client call center will be the primary point of contact for most clients. The Vendor will ensure the client call center is adequately staffed with professional, bi-lingual (minimum English and Spanish speaking), well-trained, and courteous personnel who can respond quickly and accurately to callers, provide information, and gather demographic information about the caller when necessary. The Vendor will ensure that all customer service representatives identify themselves by name when answering calls, treat callers with dignity and respect, and ensure each caller's right to privacy and confidentiality.

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- 1.3.6.3 **Hours of Operation:** At a minimum, the client call center shall be staffed Monday through Friday from 7:00 a.m. to 9:00 p.m. Central time, and Saturday from 8:00 a.m. to 1:00 p.m. Central time. The client call center will be closed on the following state holidays:
 - i. New Year's Day
 - ii. Memorial Day
 - iii. July 4th
 - iv. Labor Day
 - v. Thanksgiving
 - vi. Christmas Day
- 1.3.6.4 **Toll-free Telephone Line:** As part of the client call center, the Vendor shall maintain and operate a dedicated toll-free telephone line to assist callers with inquiries regarding information the client may have based on notices sent by the Vendor. This toll-free telephone line shall have the capability to transfer callers to existing State of Illinois help lines. The State will work with the Vendor to determine coordination of help lines.
 - i. The toll-free telephone number used by the Vendor shall be owned by the State. The Vendor shall be responsible for any fees or expenses associated with the transfer of the toll-free number to the State upon termination or expiration of the Contract.
 - ii. The Vendor shall immediately notify the State of any incident of telephone service downtime occurring during hours of operation as defined in Section 1.3.6.3. For downtime occurring outside these hours, the Vendor shall notify the State at the beginning of the next business day. Monthly status reports shall include the date, time, number of minutes of duration, cause, and resolution of each downtime incident.
 - iii. All scripts regarding the Vendor's toll-free line before implementation shall be subject to Agency approval, and prior to any subsequent changes. The Vendor shall not deploy any scripts for use by call center staff without HFS approval.
- 1.3.6.5 **TDD Capability:** The client call center shall have a telecommunication device for persons who are deaf or hearing impaired (TDD). If a separate toll-free number is utilized, the Vendor shall be responsible for any fees or expenses associated with the transfer of the toll-free number to the State upon termination or expiration of the Contract.
- 1.3.6.6 **Translator Services:** The client call center shall have access to translator services when there is not a customer service representative available who speaks the caller's language. These requirements may be met through an arrangement with a contracted service. Translator services shall be available during the client call center's operating hours, and shall be initiated via conference call capability so that callers will not have to hang up and redial in order to access these services. Details regarding the type of translator services which are required will be determined with the Vendor during contract negotiations.
- 1.3.6.7 **Voice Mail:** The client call center shall have voice mailbox capability to ensure that callers have the ability to leave messages with a customer service representative whenever a caller is not able to reach a customer service representative immediately or at any time the customer choses to opt out of waiting in queue.

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- 1.3.6.8 **ACD System:** The Vendor shall use an automated call distribution ("ACD") or similar telephone system for the toll-free client call center. The ACD shall be programmed to provide recorded directions on its use in both English and in Spanish. The telephone system shall also be capable of handling the anticipated volume of inbound and outbound calls for the volume of cases as identified in Appendix A.2.
 - i. The Vendor shall ensure that the system(s) has the ability to:
 - a. effectively manage all calls received by the ACD
 - b. assign incoming calls to available customer service representatives
 - c. provide greeting and educational messages (in English and Spanish) while callers are on hold. The Vendor shall develop the message for the State's approval. The State may request to have the messages changed one time per month at no additional cost. Costs for more frequent message changes will be negotiated and mutually agreed to by the State and the Vendor. The Vendor shall not deploy any scripts without HFS approval.
 - ii. At a minimum, the telephone system shall record and aggregate the:
 - a. number of incoming calls
 - b. number of calls routed to the voice mail box during operating hours
 - c. number of calls routed to the voice mail box when the customer service center is closed
 - d. number of answered calls
 - e. average number of calls answered by time period
 - f. average speed to answer after the call clears the ACD and is in queue
 - g. average length of time on the call
 - h. number and percentage of calls answered in less than 60 seconds
 - i. number and percentage of calls placed on hold
 - j. number and percentage of abandoned calls
 - k. average length of time until the call is abandoned
 - I. call abandonment rate
 - m. number of outbound calls
 - iii. Performance criteria relative to the operation of the client call center are included in the performance metrics section (1.5.3).
- 1.3.6.9 **Facsimile (Fax) Line:** The Vendor shall maintain facsimile (fax) lines that are available 24 hours per day, seven (7) days per week. The Vendor shall be responsible for any fees or expenses associated with the transfer of the number to the State upon termination or expiration of the Contract.
 - i. The Vendor shall have sufficient fax server capacity to receive all incoming documents, including but not limited to all client supporting documents; those which clients choose to fax in response to the Vendor's request for information; and those which are dropped off at a local office and faxed to the Vendor. The Vendor shall maintain a log of all documentation received. All documentation received will be scanned and stored in the Vendor database.
 - ii. The Vendor shall notify the State of any fax-related issues or concerns within one business day after the reported issue or concern occurs.

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- 1.3.6.10 **Scanning Documents:** All documents received from or concerning clients must be scanned and stored as images in the Vendor database, and must be indexed as directed by the State and referenced to the particular client and case to which the material pertains. All scanned information must be viewable by caseworkers and other State staff with proper authentication through the Illinois EEV Portal. All images received by the Vendor must be sent to the Illinois DHS Content Management system as described in Appendix B.3.
- 1.3.6.11 **Secured Image Submission:** The Vendor must allow clients to upload images of documents from mobile phones as well as over the web from personal computers or similar devices, by fax to the system, and by mail converted to electronic image by the Vendor. The Vendor must include the location of a secure web site address to which clients can upload images of documents requested. Vendors must propose solutions for ensuring that the process for clients' submission of scanned images is secure and easy for clients to understand and utilize. All images received by the Vendor must be sent to the Illinois DHS Content Management system as described in Appendix B.3.
- 1.3.6.12 Help Desk for Support of State Staff: The Vendor shall maintain help desk services available for use by State staff for following up, tracking progress, and other related assistance with cases referred to the Vendor for review. The help desk for use by State staff will include a dedicated toll-free telephone provided by the Vendor. The help desk staff will provide technical assistance as well as answer questions related to referred cases, develop approaches to resolve issues or discrepancies, analyze problem or issue trends, and report final disposition of the call. The help desk must also be able to address questions from and provide technical support to State staff regarding use of the Illinois EEV Portal. The help desk will be available 7:00 a.m. to 7:00 p.m., Monday through Friday. Caseworkers do work on some Saturdays. On Saturdays when caseworkers are working, the Vendor must make the help desk available. The State will provide advance notice to the Vendor when the help desk will need to be available on Saturdays. The State will work with the Vendor regarding the schedule for Saturdays when the help desk must be available.
- 1.3.6.13 **Web Site Content**: The Vendor will provide relevant content for a State web site regarding EEV, including information regarding how clients can contact the client call center, submit documents, and receive other help which is needed to support the client interaction. The Vendor will assist the State in providing information for the EEV informational web site which the State will manage.
- 1.3.6.14 Communication and Awareness: The Vendor shall create and submit for State approval a comprehensive communication and awareness plan which will describe the Vendor's strategy for introducing the EEV Vendor and provide information relative to the newly implemented EEV process. The communication and awareness efforts will encourage support and participation by Illinois faith and community-based organizations, providers, and others who interact with the clients who benefit from Illinois medical programs. The Vendor will create communication material for review and prior approval by the State to ensure the delivery of accurate, useful information for clients, and to promote compliance with Vendor requests as well as a positive customer experience with Vendor eligibility verification activities.
 - i. At a minimum, communication material shall be accessible in English and Spanish, and other languages as determined by the State.
 - ii. The Offeror shall propose the use of various communication mediums which may include:

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- a. an informational web page which the Vendor will provide for posting to the HFS web sites
- b. community forums
- c. direct mail
- d. printed materials (brochures, flyers, news articles, etc.)
- 1.3.6.15 Customer Complaints: All information sent to clients on behalf of the State of Illinois under this Contract will include a notice regarding how clients may submit complaints. The client call center must include capacity for clients to submit complaints. All customer complaints must be referred to the Chief of the HFS Bureau of Eligibility Integrity, and HFS will triage complaints received. The Vendor must respond to high priority complaints within three days after notification from HFS. The required timeframe for response to other complaints will be established as part of the communication back to the Vendor.
- 1.3.6.16 Customer Satisfaction Surveys: The Vendor must create and administer customer satisfaction surveys on a periodic basis to be determined with the Vendor. The form of the surveys may be inserts mailed with client notices, separate mailings, posting on the informational web site, online surveys, phone calls, or other such means as approved by the State. The Vendor will work cooperatively with the State to develop and administer periodic surveys and share all results with the State.
- 1.3.6.17 **Mailroom Operations**: The Vendor must maintain a mailroom operation which can meet the objectives for performance as identified in Section 1.5.3. Mail must be sent from and received in a location which will ensure timely processing of the mail to and from clients. Appendix B.3 includes detailed requirements regarding the mail room processing and operations which the Vendor must maintain.
- 1.3.6.18 **Operational Location**: All work shall be performed in the United States of America. The Vendor must maintain a business office in the State of Illinois. The Vendor shall maintain operations which provide the most advantageous operation of the services for the State of Illinois to meet the timelines of the performance criteria identified in Section 1.5.3. The Vendor must disclose where all services are being performed at all times, and the Vendor must make key staff (specifically the Program Manager and Client Executive) available to meet with State staff in the State of Illinois. Some of these meetings will be in Springfield and some will be in Chicago. The Vendor must allow State of Illinois staff to visit Vendor operations at any time during the operation of the Contract.
- 1.3.6.19 Coordination with Local Offices: The Vendor must coordinate operations with local offices at all times. The primary point of contact for the Vendor for interacting with the local offices will be through the DHS Director of Field Operations and the HFS Chief of the Bureau of All Kids. Each local office will have a designated individual to interact with the Vendor as necessary, and the State will provide the email and other contact information of that person to the Vendor. The Vendor must provide the capacity for the local office designee to easily send forms submitted by clients to the Vendor. This may be accomplished through e-mailing to a dedicated mailbox, fax to scan capability which the Vendor must provide, or via prepaid mailing envelopes that the Vendor must provide (as all local offices do not have scanning capability). All images received by the Vendor must be sent to the Illinois DHS Content Management system as described in Appendix B.3.

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- **1.3.6.20 Offeror's Response:** Offeror's response must include narrative descriptions of the Offeror's approach to each of the required functions identified above. Offerors must include detailed descriptions of the proposed call center solution, help desk, proposed initial staffing plans, mail room operations and customer service operations plans which identify the Offerors approach. Offerors should also propose other customer service options which the Offeror believes will benefit the overall operation of the work.
 - i. Offeror must provide details regarding where all the services as required by this Contract will be performed. Offeror's response must include details regarding how it will facilitate receipt of information from clients. Offeror is encouraged to propose solutions that are secure and easy for clients to understand and utilize. Offeror must also describe how it anticipates interacting with the local offices. Offeror is encouraged to propose solutions which minimize traffic to local offices which are associated with the returning of forms from clients.
- **1.3.7 Client Notices:** The Vendor shall generate and mail notices to clients. The Vendor will be responsible for all printing, paper, and postage costs for all notices mailed. The Vendor shall generate notices to request information from clients and to notify clients of eligibility upon final determination by the State. All client notices which require information to be returned must include a prepaid postage envelope as well as information on submitting the information electronically. The specific number and format of all notices will be determined by the State. The State and the Vendor will work together to periodically review the notices which are sent and determine adjustments which may need to be made.
- 1.3.7.1 **Content of Client Notices:** The Vendor shall generate notices which are individualized to the client. The Vendor shall respond quickly to State requests for periodic modifications in types, timing, and format of notices. The State will provide the Vendor with details regarding the content of the notices and the Vendor must be able to make the changes as requested by the State.
- 1.3.7.2 **Format of Client Notices**: All formats for client notices must be approved by HFS and shall include logos and letterhead as directed by the State. Notices may not be mailed as postcards but shall be inserted in envelopes. The format of envelopes shall be determined by HFS.
- 1.3.7.3 **Retention of Client Notices**: Image copies of all client notices produced and mailed must be stored in the Vendor database and viewable through the Illinois EEV Portal. All client notices must be sent on a weekly basis to the Illinois DHS Content Management system as described in Appendix B.3. The Vendor is required to maintain the information in a format viewable and indexed by client/case for six years after the end of the Contract.
- 1.3.7.4 Language Requirements: Notices must be produced in English and Spanish, and the Vendor must mail Spanish notices to clients identified by the State as Spanish speaking. The State will provide the verbiage for all client notices.
- 1.3.7.5 **Mailing**: Client notices must be in the postal system within one business day after printing. All requirements applicable to the mailroom processing for outgoing and incoming mail as noted above and detailed in Appendix B.3 are applicable to client notices.

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- **1.3.7.6 Offeror's Response:** Offeror's response must provide sufficient detail to describe the Offeror's approach to creating, maintaining, and issuing client notices in the manner required. In addition, Offeror must include details regarding the anticipated number of notices which will be sent to clients based on Offeror's understanding of the requirements of the State.
- **1.3.8 Management and Implementation Services:** The Vendor will work through the Chief of the HFS Bureau of Eligibility Integrity, and under the general direction of the Eligibility Modernization Oversight Group (EMOG), an established committee that includes representatives from HFS and DHS. The Vendor shall manage and implement all aspects of the services in a manner which ensures that State of Illinois operations are not disrupted.
- 1.3.8.1 Management: The Vendor shall assign a Program Manager who will be responsible for the execution of requirements and achievement of performance service levels defined within this RFP. The Program Manager shall report to the EMOG through the Chief of the HFS Bureau of Eligibility Integrity (BEI), and shall be responsible for ensuring the State is informed of the status of cases, data matching success rates, resolution metrics, and quality assurance reviews through various means of communications. For day-to-day operations which impact the caseworkers, the Vendor's Program Manager and other key Vendor personnel will coordinate with the DHS Director of Field Operations and the HFS Chief Bureau of All Kids, in addition to the Chief of BEI.
- 1.3.8.2 **Staffing:** The Vendor shall employ and train a sufficient number of staff, including management, supervisory, quality assurance, technology, and support personnel to maintain operations consistent with the requirements of the Contract. The Vendor must staff key personnel as identified in Section 1.6 below. All key personnel are subject to Agency approval. These key personnel are:
 - i. Program Manager
 - ii. Operations Manager
 - iii. Customer Service Manager
 - iv. Technical Manager
 - v. Quality Manager
- 1.3.8.3 Vendor shall ensure its staff has adequate work experience and expertise to meet Contract requirements. If the Vendor implements any staffing changes, the Vendor shall provide the State with an updated table of organization by the 10th day of the following month.
- 1.3.8.4 Operational Management Plan: The Vendor shall maintain an Operational Management Plan that will include information regarding the methods and procedures used by the Vendor to manage and perform the work required by this Contract. The Vendor shall submit a finalized Operational Management Plan within 14 days after contract execution. The Operational Management Plan must describe the detailed procedures that Vendor staff utilize to complete the work required under the Contract. The Operational Management Plan must be reviewed and revised at least quarterly and more often as needed, and be available for review by the State at any time during the term of the Contract.
- 1.3.8.5 **Agency Communication**: The Vendor shall be accessible for meetings with the State and others. These meetings include, but are not limited to:

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- i. Weekly Agency Meetings. The Vendor shall meet with the State at least weekly to discuss current activities and to review the status of key performance level reports, areas of concern, and other issues as necessary. One of the key areas of review shall be resolving the discrepancies in Vendor-recommended disposition of cases reviewed and State staff determination of eligibility. These meetings may include the State staff and representatives from the EMOG as appropriate. The Vendor shall set the agenda, with the State's input, and the Vendor shall take minutes of the meetings. The Vendor's Program Manager or designee shall participate in all meetings. The Vendor shall have the appropriate staff attend meetings as required by the agenda. The Vendor shall conduct these weekly meetings using videoconference or in person. At the State's discretion, these meetings may occasionally be conducted by teleconference. As is necessary for effective operations, and as directed by the State, the Vendor's Program Manager shall attend meetings in person in Chicago or Springfield, Illinois, as directed by the State.
- ii. Other Meetings. The Vendor shall attend other meetings as determined by the State. The State reserves the right to require the Vendor's Client Executive to attend any meetings. Attendance by the Client Executive may be by video conference or in person as determined by the State. All costs associated with Vendor staff attendance at meetings shall be the responsibility of the Vendor.
- 1.3.8.6 **Issue Resolution**: If at any time there is an issue between the Vendor and the Agency which cannot be resolved by mutual agreement, the issue will be raised to the Executive Ethics Commission's Chief Procurement Office for General Services, and the State Chief Information Officer for consultation.
- 1.3.8.7 **Appeals**: The Vendor must support the State in appeals processing where cases the Vendor reviewed are the subject of an appeal. This will include information for any appeals which require documents and information stored on the Vendor's database. The Vendor shall be willing to provide documents to support the Vendor's recommendation for case disposition, including a description of the data sources used and the processes used by the Vendor during the review. Information regarding the number and types of appeals associated with the cases will be provided to the Vendor.
- 1.3.8.8 **Audits:** The Vendor will provide data and other expertise as necessary for any audits of the activities under the Contract.
- 1.3.8.9 **Suspicion of Fraud**: If the Vendor believes any information materially suggests the possibility of client or provider fraud, in addition to any specific recommendation on the case, the Vendor will refer to the case to the HFS OIG following procedures that will be identified for the Vendor.
- 1.3.8.10 **Implementation:** The Vendor must work with the State to ensure a smooth and successful phase-in of operations. Within 14 days after Contract execution, the Vendor must submit an updated Implementation Plan which identifies a plan for successfully beginning Vendor operations within 90 days after Contract execution. The Implementation Plan must include detailed plans for setting up all operational components including communication specifications (technology and staff), and all testing of infrastructure, interfaces, and operations.

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- i. The testing process must include an operational readiness checklist which the Vendor will review with the State. This checklist will be used to ensure that the EEV operations are ready for production. This operational readiness testing process will include a complete test of operational processes of receiving files from the State, and the Vendor's process for checking external data sources and performing the recommendation for eligibility determination to ensure to the State's satisfaction that the eligibility verification processes are working accurately.
- ii. The Vendor will designate an individual who is fully dedicated to implementation and who will lead the Vendors staff who will perform the implementation phase-in period. To ensure smooth initiation of operations, Vendor staff needed to assist with any technical components must travel to Springfield to meet with State technical staff.
- iii. The State will work with the Vendor to identify the specific phase-in approach. Preparation for the production phase shall include testing with an initial set of cases the State will send to the Vendor for processing and the ramp up. Upon successful completion of the testing phase and all other readiness activities and review, production shall be initiated and the State shall implement regular, routine submission of cases for Vendor review. Offeror proposals must include a recommended Implementation Plan with a proposed operational readiness checklist.
- 1.3.8.11 **Training:** As part of the implementation phase-in, the Vendor shall train at least 100 State staff in the use of all components of the Vendor system(s) where State staff will have direct interaction with the Vendor system(s). This includes the Illinois EEV Portal and the customer service client call center. Training plans must be included in the Implementation Plan referenced in Section 1.3.8.9. Vendor training must support a train-the-trainer model. Vendor will provide training materials for the initial implementation and maintain these materials as updates are made to the operations throughout the duration of the Contract. The State will provide training facilities in Chicago and Springfield for the staff to be trained. A State staff user training module will be maintained on the EEV Portal.
- 1.3.8.12 **Coordination and Phase-Out Transition**: When requested by the State, the Vendor will cooperate with the team implementing the IES to avoid duplication of effort or conflict between the two projects. If portions of the IES become operational before the end of the EEV Contract, the Vendor will cooperate with the State as necessary to adjust EEV scope and processes. At the end of the EEV Contract, the Vendor will cooperate fully with the State to ensure a smooth and complete transition of operations, data, and processes to the State or another Vendor as designated by the State.
- 1.3.8.13 **Security, Disaster Recovery, and Business Continuity Plans**: As part of the overall management and implementation of the EEV services, the Vendor shall develop and maintain written Security, Disaster Recovery, and Business Continuity plans which shall be updated as necessary. The Security, Disaster Recovery, and Business Continuity plans shall detail alternative options for providing the services in the event of a natural or man-made disaster. The plans shall detail alternative work sites that the Vendor can use in case of a regional disaster which disables the Vendor work site(s). The plans shall also detail how the Vendor's data systems will be transferred to the new location and the process for staffing the new site. The plans shall include making backup tapes of software and databases, and detail a telephone system failure contingency plan when the call center systems are inoperable or overwhelmed by call volume.

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- i. Updates to the Security, Disaster Recovery, and Business Continuity plans are subject to approval by HFS. The Vendor shall provide details regarding the Security, Disaster Recovery, and Business Continuity plans to the HFS CIO no later than one (1) month following Notice of Award. Annual testing of the Disaster Recovery Plan must be conducted and the results provided to the HFS CIO within one week after finalized testing. The Vendor will allow State of Illinois staff to observe annual testing of disaster recovery.
- ii. The Vendor shall provide physical site and data security sufficient to safeguard the confidential nature of all data, which may include, but is not limited to, encryption of data transmitted electronically. The Vendor and the system shall comply with the Federal Information Processing Standards (FIPS) outlined in the following publications:
 - a. Automatic Data Processing Physical Security and Risk Management (FIPS PUB.31)
 - b. Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191)
- **1.3.8.14 Offeror's Response**: Offeror's response to these required services must clearly describe the approach which will be used to manage and implement all aspects of the services in a manner which ensures that State of Illinois operations are not disrupted. Offeror's proposal must address each of the services described above, and include:
 - i. Offeror's organizational charts which show the reporting relationships of the key personnel within the Illinois EEV operations and to the overall Vendor organization
 - ii. staffing plans for the Illinois EEV operations which show numbers of staff assigned
 - iii. identification of any staffing components which are to be fulfilled through subcontractors
 - iv. a preliminary Operational Management Plan which identifies the processes and procedures that the Offeror proposes to use
 - v. a preliminary Implementation Plan, including an operational readiness checklist sufficient to ensure smooth implementation phase in of operations
 - vi. sample training materials
 - vii. a description of the proposed approach for meeting the requirements of the Security, Disaster Recovery, and Business Continuity plans as described in this section.
- **1.3.9 Reporting:** The Vendor will work with the State to develop a series of management and operational reports that will be useful in evaluating and monitoring the overall performance of the program. Appendix B.3 includes detailed reporting requirements to which the Vendor must agree. The report design, format, and layout for all standard reports shall be subject to Agency approval. All reports shall be assigned a name and number and include a run date. Reports shall be produced on a schedule determined by the State. The State may require reports to be provided in paper and/or electronic format and to be posted to the Illinois EEV Portal. Weekly reports must be produced by 10:00 a.m. (Central time) on the Monday, or next business day, following the end of the reporting week, and monthly reports are due to the State by the 10th day of the month following the month of the data in the report. Quarterly and annual reports shall be submitted to the State by the 10th day of the month following the end of the quarter and/or year. At a minimum, the Vendor shall produce the types of standard reports listed below on a weekly, monthly, quarterly and annual basis. The State reserves the right to make modifications to these reports or request additional reports.
 - i. Details of cases by program and program combination (e.g., medical only, SNAP and medical only, etc.) showing the number of cases in the following categories:
 - a. Vendor has in progress in total

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- b. disposition has been recommended by the Vendor
- c. Vendor recommended cancellation
- d. Vendor recommended continued eligibility
- e. pending some type of information from a client
- f. final disposition of the caseworker did not match that of the State
- g. final disposition was for cancellation
- h. final disposition was for continued eligibility
- ii. The above information must be produced in the following manner:
 - a. in an aggregate manner suitable for use in review by State of Illinois executive leadership
 - b. showing progression of the information over time (example, for cases received in Month 1 identify the counts, for cases received in Month 2, etc.)
 - c. detailed by region and office
- iii. Report on recommended dispositions and reasons for recommendation (e.g., cases recommended for cancellation due to income in excess of standard).
- iv. Measure alignment and variance between Vendor recommendations and State actions (e.g., the number of cases where the Vendor recommended cancellation but the State ultimately renewed, and why).
- v. The verification sources that the Vendor used to justify each recommendation, including those that are above and beyond what the State uses in its own verification efforts.
- vi. Detailed reports regarding metrics of the customer call center as identified in Section 1.3.6.
- vii. Detailed reports which allow monitoring of all performance levels as specified in Section 1.5.3.
- 1.3.9.1 Ad Hoc Reports: In addition to the standard reports identified above, the Vendor shall create and produce a variety of statistical and analytical reports on an ad hoc basis, as determined by the State. All ad hoc reports must be exportable in a format which allows the State to use the information (e.g., Microsoft Excel and Access). Reports may be required in state, county, region, office, or zip code level detail and may reflect monthly and year-to-date information.
- 1.3.9.2 **Extract for the HFS Enterprise Data Warehouse (EDW):** The Vendor must also produce a weekly extract file of all cases which have had final recommendation for eligibility recorded by the caseworker. The detailed format of this file will be determined by HFS with the Vendor; the EDW is organized by client so the extract will need to be by client. The information will be transmitted using the same mechanism for secured transmission of files as will be used for the other files exchanged with the Vendor. The specifications for file transfers are included in Appendix B.3.
- **1.3.9.3 Offeror's Response:** Offeror's response to these required services must clearly describe the approach which will be used to address the reporting requirements of the RFP. Offerors must include:
 - i. approach to providing the detailed set of minimum reports identified above
 - ii. information regarding the additional standard reports that the Offeror proposes (Offerors are encouraged to recommend additional reports which will be beneficial to the operation of the EEV program)
 - iii. information regarding the report delivery mechanisms
 - iv. tools which can be utilized to run ad hoc reports
 - v. capacity to transmit selected data by individual or case in flexible formats

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- **1.3.10 Quality Management:** The Offeror shall identify a Quality Manager who shall be responsible for all aspects of quality management (QM). The Vendor shall implement and maintain a QM process which shall include all aspects of ensuring the accuracy of the EEV function. The QM process shall include continuous and routine measurement to determine the Vendor's compliance with all Contract requirements. Components to be measured include, but are not limited to, determining the accuracy and timeliness of the Vendor's performance in each area of responsibility. The results of the QM process will enable the Vendor and the Agency to measure the quality of work being performed and inform both the Vendor and the State of changes necessary to meet EEV goals and objectives.
- 1.3.10.1 Quality Management Plan: The Vendor shall maintain a QM plan for all aspects of the EEV functions required. The QM plan shall describe the process by which the Vendor will perform QM activities and the staffing that will be assigned to perform QM activities. The Vendor shall implement quality controls to ensure the EEV processes are in compliance with established quality criteria. The Vendor shall provide additional review and research of the process it uses in its system(s) and subsystem(s) to determine the cause of errors and to develop the systematic means to eliminate errors as much as possible. The Vendor shall work with the State of Illinois at all times to minimize inaccuracies related to human errors. The Vendor shall deliver a Quality Management Plan within 14 days after the execution of the Contract. The Vendor shall provide the Agency a revised copy of the QM plan when modifications made.
- 1.3.10.2 **Quality Management Reports**: The Vendor shall produce a monthly Quality Management and Control Results Report. This report shall include the elements reviewed, the accuracy of the determinations, corrective action taken on any errors found, the date of review, and the name of the person conducting the review.
- 1.3.10.3 **Vendor Audits:** The Vendor shall ensure the integrity of the EEV functions as required in the Contract through internal and external audit processes. The Vendor shall subcontract with an independent auditing firm to perform a procedural and compliance audit of the Vendor's performance under the Contract. The Vendor must identify the independent auditing firm that will perform this review as part of the Operational Management plan which will be submitted to the Agency within 14 days after Contract execution. The Vendor's choice of independent auditing firm and subcontract shall be subject to the Agency's approval. The first audit shall consider the first 90 days of operation and shall be completed no later than 120 days after the first day of production operations and every three months thereafter. The results of the audit will be utilized by the Agency in determining performance payments as described in Section 2.8.
 - i. The procedural and compliance audit shall be conducted in accordance with generally accepted auditing standards. At a minimum, the audit shall cover the following functions:
 - a. assessment of performance levels as specified in Section 1.5.3
 - b. data verification processes
 - c. case review process including accuracy of recommendations and level of churning
 - d. customer service operations
 - e. HIPAA protocol compliance
 - f. timeframes and correspondence generation
 - ii. The independent auditing firm shall consult with the Agency and the Vendor in completing an annual risk assessment and developing each audit project's scope and objectives. A copy

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of the audit reports shall be provided to the Agency in writing within 30 days after completion of the audit. The report shall include recommended corrective actions, if applicable.

- **1.3.10.4 Offeror's Response:** Offeror's response must clearly describe the approach which will be used to address the quality management components of the RFP. Offeror must provide detail regarding the processes which will be utilized to ensure the accuracy and quality of the work performed under this Contract while meeting the performance criteria as specified below.
- **1.3.11** Additional Support Services: The State, at its discretion, may request the Vendor to provide additional services to support the performance of the Contract.
- 1.3.11.1 The State will utilize a task order process described below:
 - i. The State will issue a task order for additional services based on a specific need for the EEV project.
 - ii. Vendor will reply with an estimated number of hours for the task order request based on the categories of staff identified below. The final number of hours included in the task order is subject to negotiation and approval by the State.
 - iii. Rates for each staff member will be based on the amount established by the rates included in the Price Proposal (as agreed upon in the final contract).
 - iv. Formally approval of the task order by the State before the Vendor commences work. The Vendor will be required to perform the services necessary to satisfy the task order, and will receive payment of the firm total price applicable to the task order upon acceptance by the State.
- 1.3.11.2 Details regarding the task order process may be further delineated as part of contract negotiation activities. Vendor shall cooperate with the State regarding this process. The types of additional support services which may be needed include the following resource types:
 - i. Customer Service Support

Provide support to address customer service needs. This may include answering calls using and following a basic script for directing callers to the appropriate solution, opening mail, scanning documents, entering basic information to log documents and files.

ii. Eligibility Specialist

Perform basic eligibility review functions of a case and/or clients using a defined set of processes. Review information as a result of data verifications and matches. Provide input into a computer system to update with the results of the review of data verifications.

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iii. Subject Matter Expert

Supports a particular area of need for the operations whether functional or technical. Subject Matter Experts include Medicaid / CHIP policy experts who have a deep knowledge of Medicaid / CHIP rules and policies as well as the implementation of the federal ACA requirements. This may also include staff who have knowledge of the external data sources and can assist in analyzing the best methods for enhancing the eligibility verification process. Individuals in this category will likely not be a full-time resource, but will be brought in at critical stages of the engagement.

1.3.11.3 Offeror's Response: Offeror's response to these optional additional services must describe the Offerors capacity to provide the services as described.

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- **1.4. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS:** The Offeror must provide **a narrative response** to demonstrate its understanding of the State's requirements by describing its overall implementation approach to meeting those requirements within the environment at the State of Illinois.
 - 1.4.1 Offerors must describe the proposed approach to each of the services required in Section 1.3 above in a clearly labeled narrative. A detailed description of the methodology and approach for each of the services required must be included. Mere reiterations of the tasks and functions are strongly discouraged, as this does not provide insight into the Offeror's understanding of the requirements of this RFP, or how the Offeror proposed to meet those requirements.
 - 1.4.2 Offerors must agree to the milestones and deliverables and address all the requirements associated with the personnel / staffing which are in Sections 1.5 and 1.6.
 - 1.4.3 In addition to addressing each point identified in Sections 1.3, 1.5, and 1.6, Offerors must also respond to all requirements identified in Appendix B. Appendix B.1 includes a grid the Vendor will use to assist in evaluating the eligibility of each case / client sent to the Vendor for processing. Offerors must comply with the instructions regarding responding to Appendix B.1. Appendix B.2 includes information regarding the information to be included in the summary recommendation. Appendix B.2 includes information regarding how Offerors must respond. Appendix B.3 includes requirements that the Vendor must address per the instructions included with Appendix B.3.

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1.5. MILESTONES AND DELIVERABLES: The Vendor must achieve these milestones during start-up and operation of the Contract. Note the term "day" or "days" refers to calendar days unless otherwise stated. During the start-up period prior to implementation, the Vendor will perform milestone tasks 1 through 15. The successful completion of each of these milestones marked as deliverables shall be subject to Agency approval before production operations can begin. During contract negotiations, the Vendor and the State will determine a mutually agreeable schedule for start-up activities which will be documented in the updated Implementation Plan.

1.5.1 Milestones

Task#	Milestone / Deliverables	Timeframe Required
1	Submit updated Implementation Plan - Deliverable	Within 14 days after the
1	Submit apaated implementation Plan - Deliverable	Contract execution
2	Submit Operations Management Plan – Deliverable	Within 14 days after the
	Submit Operations Wanagement Flam – Deliverable	Contract execution
3	Submit Quality Management Plan – Deliverable	Within 14 days after the
		Contract execution
4	Finalize and deliver detailed Vendor Staffing Plan, including Vendor	Within 30 days after the
-	staff and subcontractors	Contract execution
5	Establish data interfaces	Within 30 days after the
		Contract execution
	Set up and test infrastructure for exchanging data which includes the	Within 30 days after the
6	Vendor's communication and protocols for exchanging data with all	Contract execution
	external data sources and communicating with the State for file	
	transfers.	
7	Verify connection and the ability to obtain client information from data	Within 45 days after the
	sources (both mandated and proposed)	Contract execution
8	Demonstrate the ability to exchange files with the State of Illinois	Within 45 days after the
	Demonstrate the asimy to exchange mes war the state or minor	Contract execution
9	Establish operation of client call center	Within 60 days after the
	25tabilion operation or distriction derived	Contract execution
10	Demonstrate operation of the Illinois EEV Portal	Within 60 days after the
	Demonstrate operation of the limitors EEV Fortain	Contract execution
11	Provide training to State staff – Deliverable	Completed 14 days prior to
	Trovide training to state stain Deliverable	production operations
12	Submit formal Communication and Awareness Plan – Deliverable	Submit within 30 days prior
	Submit formal communication and / twateriess frain	to production operations
	Perform testing with State data exchanges and external data sources.	30 days prior to production
	This includes performing tests to ensure that information can flow to	operations
	and from the State of Illinois in the timeframes required. In addition,	
13	demonstrate the ability to communicate with all mandated external	
	data sources to perform matches and receive information which is	
	needed to satisfy the eligibility verification requirements as stated in the RFP.	

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Task#	Milestone / Deliverables	Timeframe Required
14	Submit Security, Disaster Recovery, and Business Continuity Plans – Deliverable	Within 30 days after notice of Contract award
15	Perform operational readiness checklist and submit operational readiness test results to the State; this must include a complete test of operational processes of receiving files from the State, the Vendor's process for checking external data sources, performing the recommendation for eligibility determination to ensure to the State's satisfaction that the eligibility verification processes are working accurately. This will include submission of samples of the weekly performance monitoring reports for State review Deliverable	14 days prior to production operations
16	Begin production operations – Deliverable	By 90 days after Contract execution
17	Produce weekly performance monitoring reports and meet weekly with State management team – Deliverable	Weekly upon commencing production operations
18	Provide monthly management reports – Deliverable	Monthly upon commencing production operations
19	Provide performance monitoring reports – Deliverable	Monthly upon commencing production operations
20	Provide results of independent external audit - Deliverable	The first audit shall consider the first 90 days of operation and shall be completed no later than 120 days after the first day of production operations and every three (3) months thereafter

- **1.5.2 Deliverables:** Deliverables are identified in the table in Section 1.5.1 above. The review process for Deliverables is as follows:
 - 1.5.2.1 The Vendor must provide the Deliverable to the Chief of the Eligibility Integrity Bureau in HFS by the delivery date as agreed to in the approved Implementation Plan. Any deviation to the scheduled date for delivery of a Deliverable must be communicated to the State no later than five business days prior to the scheduled due date.
 - 1.5.2.2 For each deliverable, the State will have a minimum of 10 business days to accept or coordinate feedback with State leadership and provide feedback to the Vendor.
 - 1.5.2.3 The Vendor will have five business days to address any of the State's concerns.
 - 1.5.2.4 Some deliverables may require additional time for the State to respond. These deliverables will be identified during the project start-up activities.

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- 1.5.2.5 In the event of a disagreement between the Vendor and the Agency on deliverable acceptance, the issue will be raised to the Executive Ethics Commission's Chief Procurement Office for General Services and the State Chief Information Officer for consultation.
- **1.5.3 Performance Levels:** The following performance levels must be maintained by the Vendor during the performance of the contract. Except as specifically noted below, the Vendor must achieve each of these performance levels within the first four (4) weeks of production operations. Performance levels as described below will be used in determination of payments due each month to the Vendor in performance of the Contract as described in Section 2.8.

Function	Metrics Description	Measurement Frequency
1. Call Center	Average Speed of Answer (ASA): 90 percent of all calls shall be answered within 10 seconds after the call clears the ACD and is in queue.	Monthly Average
	Average Hold Time (AHT): Callers placed on hold shall remain on hold no longer than 60 seconds.	
	Average Abandon Rate (AAR): The Vendor will lose no more than 5% of all calls received.	
2. Redetermination Case Review/ Resolution	 The Contractor shall maintain sufficient staffing levels to ensure 95% of cases are resolved by the target date set by the State. The timing of when the cases will be sent to the Vendor in advance of redetermination will be finalized during contract negotiations. "Resolved" is defined as: Electronic verification of required data sources. Obtaining additional supporting documentation from client to confirm eligibility for services, if necessary. Positive or negative disposition recommendation is assigned to case based on verification of information. 	Measured based on monthly Redetermination cases sent to Vendor
	Negative disposition of a case is assigned due to verified ineligibility or when information is not available electronically and has been requested from the client who failed to provide requested information to continue eligibility.	
3. Churn Rate	The Vendor will be responsible for ensuring that the rate of re-	Monthly

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Function	Metrics Description	Measurement Frequency
	enrollment of cases processed by the Vendor are within target rates based upon historical performance levels of re-enrollment which are provided in Section 2.8.	
	For Months 2 – 3 of production operations the Vendor must achieve re-enrollment at or below 105% of the target rate.	
	For subsequent periods, re-enrollment rates must achieve at least the target rate.	
4. Case Determination Notices	Timely and adequate notice means mailing the notice within one business day of the State case worker posting of the disposition approving the case for continued eligibility. All notices shall include the effective date of the action taken. The EEV Vendor will not send notices of case approval to cases which include SNAP / Cash Assistance.	Measured on a per case basis
5. Quality Assurance Review	Vendor will be responsible for a monthly quality assurance review of Vendor's personnel case determination. The Vendor must maintain at least 98% accuracy of case decisions.	Monthly
	The accuracy review must be performed by a desk audit by the Vendor's quality management staff of a sample of 100 Family Health Plan cases and 100 AABD cases and 50 Long Term Care cases where the Vendor has recommended determination for eligibility.	
	An error is a case where the recommendation is not consistent with the information found in the Vendor's available data sources.	
6. Returned Mail	The Vendor shall:	Monthly
	 Receive and process all undelivered mail daily. Update the mailing address and resend the mail within one business day when the U.S. Postal Service provides a forwarding address. 	
	Utilize information available to the Vendor from various data sources to contact the addressee at the telephone number on file in order to obtain an updated address if the U.S. Postal Service does not provide a forwarding address.	
	Document the eligibility file within two business days	

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Function	Metrics Description	Measurement Frequency
	indicating that mail had been returned as undeliverable, the type of document that was returned, the efforts taken to obtain an updated mailing address, and the date the material was resent if applicable. Continue to mail outgoing correspondence to the address on file while researching the new address.	

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1.6. OFFEROR / STAFF SPECIFICATIONS: The Offeror must have a minimum of three years of experience within the past five years as a provider of relevant services as described in this RFP. As proof of this experience, the Offeror must submit three client references with the contact person's name, organization, title, address, phone, and e-mail address, along with a brief description of the work performed by the Offeror for the reference and how the experience meets the requirement. At least one of the references must be from a state Medicaid program and the other references must be from federal, state, or large county governments where the Offeror provided relevant services for a program of similar size and criticality as the Illinois Medicaid program. The references must be for the prime Vendor; subcontractor or staff references will not be considered in meeting this requirement.

- **1.6.1 Experience Requirements:** In order to ensure the success of this critical project, the State seeks a Vendor with the following recent (within the past five years) experience:
 - 1.6.1.2 recent experience as the lead organization performing services which are similar to those as described in the RFP
 - 1.6.1.3 working with state Medicaid programs
 - 1.6.1.4 performing data matching using a variety of external sources to assist an organization in determining the validity of information in current files and making accurate eligibility decisions
 - 1.6.1.5 working with government services of a critical nature
 - 1.6.1.6 managing high volume customer service operations
 - 1.6.1.7 a proven record for maintaining high volume and accuracy in processing
- 1.6.2 Offeror's Statement of Experience: To assist the State in evaluating an Offeror's ability to meet the above criteria, Offeror shall submit a statement of relevant company experience. The documentation must thoroughly describe the Offeror's experience with similar contracts and work related to state eligibility systems. The Offeror shall provide information as evidence of the Offeror's experience, including an overall description of the project and details regarding the role played by the Offeror. The Offeror will be evaluated on whether it was in a leadership role for the implementation projects cited. Offeror must not include marketing materials, and must limit its response to this section to substantive information which demonstrates its experience relative to this project. The references provided must be for the Offeror's response to Section 1.6.2 is limited to 10 pages, and must include the items below.

1.6.2.1 General Experience and Information

i. A description of the Offeror's organization, including names of principals, number of employees, client base, areas of specialization and expertise, and any other information that will assist the evaluation committee in formulating an opinion about the stability and strength of the organization.

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- ii. The name of the jurisdiction in which the Offeror is organized and the date of such organization.
- iii. A high-level description of the experience level, technical and eligibility application knowledge, and government experience of the Offeror's technical and operational resources that may be used for this contract.

1.6.2.2 Data Verification Services Experience

- A thorough description of the Offeror's depth of experience implementing and supporting processes performing data verification services for government operations.
- ii. A discussion of the type and duration of relationships with the entities providing the external data sources as required and proposed by the Offeror.
- iii. A detailed description of past experience performing data verification services including details regarding metrics of performance improvements, efficiencies which were seen through the contract, and accuracy of decisions.
- **1.6.3 Offeror's Team Experience:** The Offeror must propose staff to perform all tasks specified in this RFP. The Vendor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties as contained herein, regardless of the level of staffing included in the Proposal. Offeror's response to Section 1.6.3 is limited to 15 pages excluding resumes.
 - The State has identified designated key personnel and certain other staff where specific requirements for the role must be met. Individuals filling designated key personnel roles shall be subject to approval by the Agency. The key personnel must work as a team to effectively administer the EEV program to meet the defined performance metrics. During the term of the contract, the Vendor may seek permission from the State to substitute key personnel with new key personnel members. Such permission shall be granted at the State's discretion, pursuant to a written request from the Vendor, including the qualifications and experience of the proposed replacement(s).
 - 1.6.3.2 All designated key personnel shall be dedicated to the EEV project full time, unless otherwise noted, and may not serve in another position unless noted and approved by the Agency. Emphasis will be placed upon the qualifications of the Offeror's Program Manager.
 - 1.6.3.3 The Offeror shall include a proposed project organization chart. For each key personnel (listed in section 1.6.3.5) proposed, the Offeror shall provide the following:
 - i. A narrative of the individual's experience. This narrative must be supported by the individual's resume. Qualifications will be measured by education and experience, with particular emphasis on experience on projects similar to that described in this RFP.
 - ii. A detailed resume that includes the following information at a minimum:
 - a. education, training, and dates for each degree or certification
 - b. recent relevant experience (including start and end dates, and size and scope of the projects)

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c. how the minimum experience requirements as detailed below are met.

- 1.6.3.4 For the Program Manager, Offerors should provide two references. References must come from work experience within the past five years and be related to projects with relevant experience to the role the Offeror is proposing the individual for this engagement. References must include the name, title, business e-mail address, mailing address, and phone number for each reference. References may be requested from the successful Offeror for other key personnel positions.
- 1.6.3.5 Key Personnel: Following are the positions the State considers to be key personnel. Note that the Offeror's proposed staff must demonstrate the minimum experience requirements described below and resumes must be submitted for each individual along with references as required above.
 - i. **Program Manager:** The Program Manager will act as the focal point for project-level discussions and decisions, and shall report directly to the EMOG through the Chief of the Bureau of Eligibility Integrity. The Program Manager will have overall responsibility for the management of Vendor staff assigned to the project, as well as the work produced/delivered by Vendor staff. The Program Manager must have at least 10 years of relevant experience with responsibilities, at least five (5) years of experience in the health and human services (HHS) field, and at least three (3) years working with an entity with eligibility requirements and processes similar to those described in this RFP.
 - ii. **Operations Manager:** The Operations Manager will be responsible for the processing of the cases sent by the State to the Vendor for review. The Operations Manager must have at least five (5) years of experience within the past 10 years managing an organization with similar volumes and capacity as is required for this Contract. The Operations Manager must have at least two (2) years of experience working with an entity with eligibility requirements and processes similar to those described in this RFP.
 - iii. **Technical Manager**: The Technical Manager will be the primary point of contact with State of Illinois technical staff regarding implementation, maintenance, and modification activities. The Technical Manager will have responsibility for all technology components required for the successful execution of the Contract, including access to external data sources, matching algorithms, interaction with the State on technical interfaces, the Illinois EEV Portal operations, security, and any other technology-related matters. The Technical Manager must have at least five (5) years of experience in managing technical engagements of similar size and scope as that described by the RFP and at least three (3) years of experience working on projects which required data verification with external sources such as those identified in the RFP. The Technical Manager must have the authority to resolve any technical issues at the Vendor's data center which arise during the course of operation of the Contract.

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- iv. Customer Service Manager: The Customer Service Manager will be responsible for all operations of the client call center and client interactions with the Vendor's EEV operation. The Customer Service Manager must have experience within the past two (2) years for management of a customer services operation of the size and scope described in the RFP. The Customer Service Manager must have at least five (5) years of experience in managing a customer service operation. The Customer Service Manager must have at least two (2) years of experience with healthcare and human services customer service operations. The Customer Service Manager must have at least three (3) years of experience working with government operations, preferably working with Medicaid clients in a customer-facing role.
- v. Quality Manager: The Quality Manager will be responsible for ensuring that the work of the Vendor is accurate and that performance levels are being achieved. The Quality Manager must have experience within the past three (3) years working in a quality assurance role with a government operations contract of similar size and scope as of that required by this RFP. The Quality Manager must have demonstrated ability in previous work experience to perform the types of quality reviews which are required to achieve and maintain performance levels as required by this Contract.
- 1.6.3.6 Vendor Client Executive: In addition to the key personnel specified above, the Vendor must designate a Client Executive who shall be responsible for the complete management and administration of the EEV account, and who has the authority to make any necessary adjustments to resolve potential issues. The Client Executive need not be assigned full time to the State of Illinois EEV project but the Client Executive shall be the dedicated primary point of contact for the State of Illinois regarding any and all issues associated with the performance of this contract. The Vendor must inform the State of any changes affecting this role. A copy of the Client Executive's resume must be included with the Offeror's response.

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1.7. TRANSPORTATION AND DELIVERY TERMS: Deliverables must be delivered in hard copy and electronically on CD or USB flash drive to the Chief of the Bureau of Eligibility Integrity.

1.8. SUBCONTRACTING

- 1.8.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors are to be utilized, Vendor must identify in Attachment FF subcontractors that will receive an annual value of more than \$25,000 and the expected amount of money each will received under the contract in Attachment FF Subcontractor Disclosure.
- 1.8.2. The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days after execution of this contract or the subcontract, whichever is later.

1.9. WHERE SERVICES ARE TO BE PERFORMED

- 1.9.1. All services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. At a minimum, the Vendor must maintain a business office in Illinois.
- 1.9.2. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.
- 1.9.3. Location where services will be performed: Click here to enter text.
- 1.9.4. Value of services performed at this location if location is not specified in Section 3: Click here to enter text.

Include Section 1 and any attachments in Packet 1

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SECTION 2 - PRICING

2.1. FORMAT OF PRICING

- 2.1.1. Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Vendor's price Offer shall serve as the basis for compensation terms of the resulting contract as detailed below in Section 2.8. Failure to submit pricing as shown in this section shall render the Offeror's entire offer non-responsive and ineligible for award.
- 2.1.2. Pricing shall be submitted in the following format (grey cells do not need to be completed):

Table A - Year #1 Costs		
A.1 Start-Up and Fixed Priced Costs		
 Include Start-up / Fixed Priced costs only in this section 	n.	
 Annual operating costs are to be reflected below 		
A.1.1 Infrastructure \$		
A.1.2 Establish Access to Data Sources \$		
A.1.3 Illinois EEV Portal	\$	
A.1.4 Customer Service	\$	
A.1.5 Training	\$	
A.1.6 Interfaces with State of Illinois		
A.1.7 Other (list individually repeat rows as needed)	\$	
A.1 Start-up Sub-Total	\$	

A.2 Operations

- Complete Section A.2.1 with Estimated Operating Costs by Category detailing the costs per each category listed.
- Complete Section A.2.2 with Annual Operations costs based on the proposed Cost per Case Type utilizing each of the estimated number of cases listed.
- The Sub-Total A.2.1 Estimated Operating Costs by Category and Sub-Total A.2.2 Annual Operations must be equal.
- Payment will be based on the Cost per Case proposed in Section A.2.2; Section A.2.1 is to be completed to allow the State to see Offeror's estimated operating expenses by category.
- Complete Section A.2.3 with total costs of requiring a letter of attestation from clients who are not otherwise contacted by State or Vendor. For the purposes of the bid, assume this impacts 400,000 cases. (If the State pursues this option, the costs will be included in the Cost per Case as part of the contractual negotiations.) See Section 1.3.1.10.

300 30000 1.3.1.10.	
A.2.1 Estimated Operating Costs by Category	
Category	Estimated Annual Cost
A.2.1.1 Salaries and Benefits	\$
A.2.1.2 Lease, Utilities and Connectivity	\$
A.2.1.3 Access to External Data Sources	\$
A.2.1.4 Data Center Operations	\$
A.2.1.5 Software and Licensing	\$
A.2.1.6 Printing and mailing of Client Notices	\$
A.2.1.7 Travel	\$
A.2.1.8 Supplies	\$
A.2.1.9 Audits	\$
A.2.1.10 Equipment	\$
A.2.1.11 Other costs (repeat row as necessary)	\$

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Table A - Year #1 Costs			
Sub-Total A.2.1			
Estimated Operating Costs by Category \$			
A.2.2 Annual Operations*			
Item	Rate	#	Total
A.2.2.1 Cost Per Family Health Plan	\$	781,128	\$
Cases			
A.2.2.1 Cost Per AABD Case		466,194	
A.2.2.1 Cost Per Long Term Care	\$	63,455	\$
Case			
A.2.2.1 Cost Per Cases with	\$	120,000	\$
Potential Anomalies			
A.2.2 Annual Operations Sub-Total			\$
A.2.3 Costs of Specific Letters of Attestation			
A.2.3 Letter of Attestation	A.2.3 Letter of Attestation		
A.2.3 Letters of Attestation Sub-Total			\$
A.3 Additional Support Services**			
Year #1 Item	Rate	Hours	Total
Eligibility Specialist	\$	5000	\$
Customer Service Support	\$	2000	\$
Subject Matter Expert	\$	500	\$
A.3 Sub-Total			\$
	Total – Yea	r 1 Summary	
This Total must	include: Sub-totals A.1, A.2.2	, A.2.3 and A.3	\$
Do NOT inc	ude Sub-total A.2.1 in this Su	ummary Total.	

^{*} The number of cases are estimates only. Additional details will be provided to the Vendor during contract negotiations.

Table B - Year #2 Costs

Table B - Year #2 Costs

B.1 Operations

- Complete the Section B.1.1 with Estimated Operating Costs by Category detailing the costs per each category listed.
- Complete Section B.1.2 with Annual Operations costs based on the proposed Cost per Case Type utilizing each of the estimated number of cases listed.
- The Sub-Total B.1.1 Estimated Operating Costs by Category and Sub-Total B.1.2 Annual Operations must be equal.
- Payment will be based on the Cost per Case proposed in Section B.1.2; Section B.1.1 is to be completed to allow the State to see Offerors estimated operating expenses by category.
- Complete Section B.1.3 with total costs of requiring a letter of attestation from clients who are not otherwise contacted by State or Vendor. For the purposes of the bid, assume this impacts 400,000 cases. (If the State pursues this option, the costs will be included in the Cost per Case as part of the contractual negotiations.) See Section 1.3.1.10.

Category	Estimated Annual Cost	
B.1.1.1 Salaries and Benefits	\$	

^{**} Estimate of Hours is for pricing purposes only. Additional Support Services will be performed based on the task order process described in Section 1.3.11.

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Table B - Year #2 Costs				
B.1.1.2 Lease, Utilities and Connectivity		\$		
B.1.1.3 Access to External Data Sources		\$		
B.1.1.4 Data Center Operations		\$		
B.1.1.5 Software and Licensing		\$		
B.1.1.6 Printing and mailing of Client Notices		\$		
B.1.1.7 Travel		\$		
B.1.1.8 Supplies		\$		
B.1.1.9 Audits		\$		
B.1.1.10 Equipment		\$		
B.1.1.11 Other costs (repeat row as necessary)		\$		
	Sub-Total B.1.1			
Estimated Operating	Costs by Category	\$		
B.1.2 Annual Operations*				
Item	Rate	#	Total	
B.1.2.1 Cost Per Family Health Plan Cases	\$	781,128	\$	
B.1.2.1 Cost Per AABD Case		466,194		
B.1.2.1 Cost Per Long Term Care Case	\$	63,455	\$	
B.1.2.1 Cost Per Cases with Potential	\$	60,000	\$	
Anomalies				
B.1.2 Annual Operations Sub-Total			\$	
B.1.3 Costs of Specific Letters of Attestation				
B.1.3 Letter of Attestation				
		B.1.3 Sub-Total	\$	
B.2 Additional Support Services**				
Year #2 Item	Rate	Hours	Total	
Eligibility Specialist	\$	5000	\$	
Customer Service Support	\$	2000	\$	
Subject Matter Expert	\$	500	\$	
B.2 Sub-Total			\$	
	Total – Year 2 Summary			
This Total must include: Sub-totalsB.1.2,B.1.3 andB.2			\$	
Do NOT include S	Do NOT include Sub-total B.1.1 in this Summary Total.			

^{*} The number of cases are estimates only. Additional details will be provided to the Vendor during contract negotiations.

Table C - Total Cost (for Evaluation Purposes)

Year	Sub-Total
Year 1	\$
Year 2	\$
Total Price (for Evalua	tion Purposes) \$

2.1.3. All estimates of number of cases and hours are for evaluation purposes only, and do not constitute a guarantee of volume of work the Vendor will be asked to perform. The State will negotiate a final contract amount with the Vendor.

^{**} Estimate of Hours is for pricing purposes only. Additional Support Services will be performed based on the task order process described in Section 1.3.11.

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2.2. TYPE OF PRICING: Pricing under this contract is a fixed payment rate per the Vendor's price listed in 2.1.2 and 2.6.

Payment will be made based on details described in Section 2.8. A portion of each of the payments for Start-up/Fixed Priced Costs and Annual Operations will be based on performance levels.

- **2.3. EXPENSES ALLOWED:** Expenses \square are not allowed \bowtie are allowed as follows: Click here to enter text.
- 2.4. DISCOUNT: N/A
- **2.5. TAXES:** Pricing shall not include any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.
- **2.6. OFFEROR'S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

Initial Term: Click here to enter text.

Renewal: Click here to enter text.

2.7. RENEWAL COMPENSATION: If the resulting contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

Renewal Compensation: will be based on the same model as described in Section 2.8, specific terms will be negotiated prior to renewal.

2.8 PAYMENT:

2.8.1 Payments will be based on achieving and maintaining performance levels as identified in Section 1.5.3. The assessment of Vendor's achievement of performance levels will be based on the review by the independent auditing firm as described in Section 1.3.10.4.

Payment will be as follows:

2.8.1.1 Start-up / Fixed Price (Year 1 only)

- 45% of contracted Start-up / Fixed Price costs will be paid at acceptance of the detailed Implementation Plan (Section 1.5.1 Milestone Task 1) by the State.
- ii. 45% of contracted Start-up / Fixed Price costs will be paid upon determination by the State that the Vendor is ready for production operations (Section 1.5.1 Milestone Task 15).
- iii. The remaining 10% of Start-up / Fixed Price costs will be made based on analysis at the end of Period 1 (Months 2-3) and Period 2 (Months 4-9). At each period, performance payments will be paid for meeting performance levels as specified in Section 1.5.3 as follows:
 - a. 2% for meeting customer service performance levels specified in Section 1.5.3 items #1 & 6
 - b. 3% for timely redetermination case review/ resolution performance levels specified in Section 1.5.3 item #2.

2.8.1.2 Annual Operational Costs (Costs per Case)

i. The Costs per Case (cases for which a recommendation was made in the given period) will be paid at 90% total cost.

Enhanced Eligibility Verification Project

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ii. 5% of the remaining total will be paid following evaluation of each performance period. Performance periods are:

Period 1 Months 2-3 (Month 1 is considered start-up)

Period 2 Months 4-9
Period 3 Months 10-15
Period 4 Months 16-24

- iii. At each period, performance payments will be paid as follows:
 - a. 2% for meeting customer service performance levels specified in Section 1.5.3 items $\#1\ \&\ 6$
 - b. 3% for timely redetermination case review/ resolution performance levels specified in Section 1.5.3 item #2.
- iv. The remaining 5% of total per case costs will be based on the rate of client reenrollment after termination, a phenomenon often referred to as "churn."
- v. The following schedule will govern calculation of performance payments based on Section 1.5.3 item #3.

Performance	Months	Re-enrollment rate measured as of	
Period		3%	2%
Period 1	2-3	End of Month 7	End of Month 10
Period 2	4-9	End of Month 13	End of Month 16
Period 3	10-15	End of Month 19	End of Month 22
Period 4a	15-20	End of Month 24	End of Month 25
Period 4b	20-24	End of Month 28	End of Month 31

- vi. Performance pay will be determined by the re-enrollment rate of cases processed by the Vendor compared to the historic rate. There will be separate calculations for type of case.
 - a. Target Rates: Historical re-enrollment rates will be used to establish target rates for re-enrollment. These target rates will be used in assessing performance levels for performance payments. The State will work with the Vendor to determine a methodology for establishing target rates and for measuring against those rates.
 - b. For the first period (Months 2-3), re-enrollment rates at or below 105% of the target rate will trigger the performance payments.
 - c. For subsequent periods, re-enrollment rates between the target rate and 95% of the target rate will trigger 2% of price for three month re-enrollment and 1% for six months. Rates below 95% of the target rate will trigger 3% and 2% respectively.
 - d. Re-enrollment rates will include retrospective enrollment dates –if they have been established by the end of the month following the Performance Period.
 - e. All appeals resolved in favor of the applicant will be considered part of the reenrollment rate.

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- f. If anyone who has a RIN that was part of a previous case is re-enrolled, that is considered a re-enrollment.
- **2.8.1.3 Additional Support Services Costs:** Additional Support Services costs will be paid on a monthly basis upon acceptance of an approved task order using the rates as identified for the services rendered with portion of the payment to be made based on performance. The nature and magnitude of such performance payments will be part of the task order negotiation.

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS STATE BOARD OF ELECTIONS CERTIFICATE OF REGISTRATION

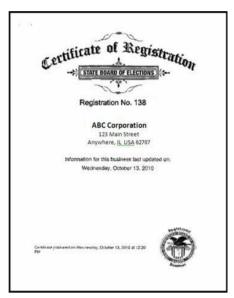
ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain Vendors and Bidders and Offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a Vendor, Bidder, or Offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than \$50,000 or who has aggregate pending bids or proposals and current State contracts that total more than \$50,000, is prohibited from making political contributions.

In order to bid on this contract, the Offeror may be required to be registered and a copy of this certificate must be attached or Bid will be rejected. There is no remedy for failure to comply with this requirement.



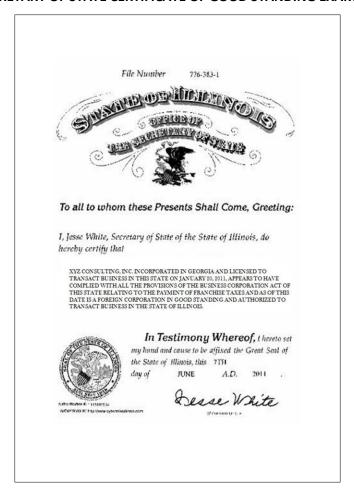


STATE OF ILLINOIS AUTHORIZATION TO DO BUSINESS IN ILLINOIS

ATTACHMENT BB

A "Responsible" Vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or offer is submitted for a State contract. **There is no remedy for failure to comply with this requirement.** For information on registering to conduct business in Illinois, please contact the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business services/home.html).

SECRETARY OF STATE CERTIFICATE OF GOOD STANDING EXAMPLE



STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency cannot confirm compliance, it will not be able to consider a Vendor's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Click here to enter text..

[(check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

IDHR Public Contracts Number: Click here to enter text. Expiration Date: Click here to enter text..

- 2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..
- 3. Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).
- 4. Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998 are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 900000-00-0.
- **5.** If Vendor's organization holds an expired number, it must re-register with the Department of Human Rights.
- **6.** Vendor may obtain an application form by:
 - 6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM to 5:00 PM, Central time. (TDD (312) 263-1579).
 - 6.2. Internet: You may download the form from the Department of Human Rights' website at (http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx).
 - 6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

STATE OF ILLINOIS

STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

- **1.1. TERM OF THIS CONTRACT**: This contract has an initial term of two years. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.
 - 1.1.1. In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.
 - 1.1.2. Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.
- **1.2. RENEWAL**: Subject to the maximum total term as identified above, the State has the option to renew for two one-year renewals.
 - 1.2.1. Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.
 - 1.2.2. Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.
- 1.3. TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
 - 1.3.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may choose, but is not limited to: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
 - 1.3.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- **1.4. TERMINATION FOR CONVENIENCE**: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. PAYMENT TERMS AND CONDITIONS:

- **2.1. LATE PAYMENT**: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- **2.2. MINORITY CONTRACTOR INITIATIVE**: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- **2.3. EXPENSES**: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 2.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (http://www.state.il.us/agency/idol/index.htm).
- 2.5. AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 2.6. INVOICING: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and federal tax exemption information.
 - 2.6.2. Vendor shall invoice based on milestones, deliverables, or other invoicing requirements agreed to in the contract. The contracting agency shall provide the appropriate vendor invoice delivery instructions at time of contract.
- **3. ASSIGNMENT AND SUBCONTRACTING**: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an

attachment, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days after execution of this contract. Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days after execution of the subcontract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

- 4. AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for six (6) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Department of Healthcare and Family Services, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 5. TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- **6. NO WAIVER OF RIGHTS**: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7. FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days after the declaration.
- 8. CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is

independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 9. USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 10. INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 12. INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on the basis of Vendor being an independent contractor of or joint venturer with the State.
- 13. SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 14. COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 15. BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
- 16. APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this

contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 17. ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 18. CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 19. NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- **20. MODIFICATIONS AND SURVIVAL**: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- **PERFORMANCE RECORD/SUSPENSION**: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- **22. FREEDOM OF INFORMATION ACT**: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- **SCHEDULE OF WORK**: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

24. WARRANTIES FOR SUPPLIES AND SERVICES

24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

- **24.2.** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- **24.3.** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

- **25.1.** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- **25.2.** By August 31 of each year, Vendor shall report to the Agency the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.
- **26. EMPLOYMENT TAX CREDIT**: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

ATTACHMENT EE

1.	Agency Supple	emental Provisions:
	\boxtimes	Agency Definitions
		Refer to Appendix A.5 for a glossary of terms.
		Required Federal Clauses, Certifications and Assurances
		N/A
		American Recovery and Reinvestment Act of 2009 (ARRA) Requirements
		N/A
		Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
		N/A
		Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
		N/A
	\boxtimes	Agency Specific Terms and Conditions
		1.1 CONFIDENTIALITY OF PROGRAM RECIPIENT IDENTIFICATION. Vendor shall ensure that all

- 1.1 CONFIDENTIALITY OF PROGRAM RECIPIENT IDENTIFICATION. Vendor shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by Vendor and Vendor's employees, by Vendor's corporate affiliates and their employees, and by Vendor's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12; 42 USC 654(26); 42 CFR Part 431, Subpart F; and 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E. To the extent that Vendor, in the course of performing the Contract, serves as a business associate of the Agency, as "business associate" is defined in the HIPAA Privacy Rule (45 CFR 160.103), Vendor shall assist the Agency in responding to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of six (6) years any records relevant to a client's eligibility for services under the Agency's medical programs.
- **1.2 NONDISCRIMINATION**. Vendor and Vendor's principals, employees and subcontractors shall abide by federal Executive Orders 11246 and 11375. Vendor further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Contract.
- **1.3 CHILD SUPPORT**. Vendor shall ensure that employees performing services under this contract are in compliance with child support payments pursuant to a court or administrative order of this or any other State. Vendor will not be considered out of compliance with the requirements of this Section if, upon request by the Agency, Vendor provides:
 - 1.3.1 Proof of payment of past-due amounts in full;
 - 1.3.2 Proof that the alleged obligation of past-due amounts is being contested through appropriate court or administrative proceedings and Vendor provides proof of the pendency of such proceedings; or

ATTACHMENT EE

- 1.3.3 Proof of entry into payment arrangements acceptable to the appropriate State agency.
- **1.4 NOTICE OF CHANGE IN CIRCUMSTANCES**. In the event Vendor, Vendor's parent, or a related corporate entity becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Vendor's ability to perform under this Contract, Vendor will immediately notify the Agency in writing.
- **1.5 PERFORMANCE OF SERVICES AND DUTIES.** Vendor shall perform all services and other duties as set forth in this Contract in accordance with, and subject to, applicable Administrative Rules and Department policies including rules and regulations which may be issued or promulgated from time to time during the term of this Contract. Vendor shall be provided copies of such upon Vendor's written request.
- **1.6 CONSULTATION**. Vendor shall promptly furnish the Agency with copies of all correspondence and all documents prepared in connection with the services rendered under this Contract.
- **1.7 EMPLOYEE HANDBOOK**. Vendor shall ensure that its employees who provide services under this contract at a location controlled by the Agency abide by applicable provisions of the Department's Employee Handbook.

1.8 BILLING.

- 1.8.1 Record keeping shall be in accordance with sound accounting standards.
- 1.8.2 Each invoice shall set out Vendor's SSN or taxpayer identification number.
- **1.9 RETENTION OF PAYMENTS**. In addition to pursuit of actual damages or termination of this Contract:
 - 1.9.1 Pursuant to 44 III. Admin. Code 1.5530, the Agency may deduct from whatever is owed Vendor on this or any other contract an amount sufficient to compensate the State of Illinois for any damages suffered by it because of Vendor's breach of contract or other unlawful act on Vendor's part on which the cancellation is based, including, but not limited to:
 - 1.9.1.1 The additional cost of supplies or services bought elsewhere;
 - 1.9.1.2 The cost of repeating the procurement procedure;
 - 1.9.1.3 Any expenses incurred because of delay in receipt of supplies or services; and
 - 1.9.1.4 Any other damages caused by Vendor's breach of contract or unlawful act.

ATTACHMENT EE

- 1.9.2 If any failure of Vendor to meet any requirement of this Contract results in the withholding of federal funds from the State, the Agency may withhold and retain an equivalent amount from payments to Vendor until such federal funds are released to the State, at which time the Agency will release to Vendor the equivalent withheld funds.
- **1.10 DEDUCTIONS FROM PAYMENTS**. Any payment to Vendor may be reduced or suspended when a provision of this Contract requires a payment or refund to the Agency or an adjustment to payment to Vendor.
- **1.11 COMPUTATIONAL ERROR**. The Agency reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Agency will notify Vendor of any such corrections.
- **1.12 DISPUTES BETWEEN VENDOR AND OTHER PARTIES**. Any dispute between Vendor and any third party, including any subcontractor, shall be solely between such third party and Vendor, and the Agency shall be held harmless by Vendor. Vendor agrees to assume all risk of loss and to indemnify and hold the Agency and its officers, agents, and employees harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for Vendor's failure to pay any subcontractor, either timely or at all, regardless of the reason.
- 1.13 FRAUD AND ABUSE. Vendor shall report in writing to the Agency's Office of Inspector General (OIG) any suspected fraud, abuse or misconduct associated with any service or function provided for under this contract by any parties directly or indirectly affiliated with this Agreement including but not limited to, Vendor staff, Vendor Subcontractor, Agency employee or Agency contractor. Vendor shall make this report within three (3) days after first suspecting fraud, abuse or misconduct. Vendor shall not conduct any investigation of the suspected fraud, abuse or misconduct without the express concurrence of the OIG; the foregoing notwithstanding, the Vendor may conduct and continue investigations necessary to determine whether reporting is required under this paragraph. Vendor shall cooperate with all investigations of suspected fraud, abuse or misconduct reported pursuant to this paragraph. The Vendor shall require adherence with these requirements in any contracts it enters into with Subcontractors. Nothing in this paragraph precludes the Vendor or Subcontractors from establishing measures to maintain quality of services and control costs that are consistent with their usual business practices, conducting themselves in accordance with their respective legal or contractual obligations or taking internal personnel-related actions.
- **1.14 GIFTS**. Vendor and Vendor's principals, employees and subcontractors are prohibited from giving gifts to Agency employees, and from giving gifts to, or accepting gifts from, any person who has a contemporaneous contract with the Agency involving duties or obligations related to this Contract.
- **1.15 MEDIA RELATIONS AND PUBLIC INFORMATION**. Subject to any disclosure obligations of Vendor under applicable law, rule, or regulation, news releases pertaining to this Contract or the services or project to which it relates shall only be made with prior approval by, and in coordination with, the Agency. Vendor shall not disseminate any publication, presentation, technical paper, or other information related to Vendor's duties and obligations under this Contract unless such dissemination has been previously approved in writing by the Agency.

ATTACHMENT EE

- **1.16 EXCLUDED INDIVIDUALS/ENTITIES.** Vendor shall screen all current and prospective employees, contractors and subcontractors prior to engaging their services under this Contract and at least annually thereafter, by:
 - 1.16.1 Requiring that current or prospective employees, contractors or subcontractors to disclose whether they are Excluded Individuals/Entities; and
 - 1.16.2 Reviewing the list of sanctioned persons maintained by the OIG (available at http://www.state.il.us/agency/oig), and the Excluded Parties List System maintained by the U.S. General Services Administration (available at http://epls.arnet.gov/).
 - 1.16.3 For purposes under this section, "Excluded Individual/Entity" shall mean a person or entity which:
 - 1.16.3.1 Under Section 1128 of the Social Security Act, is or has been terminated, barred, suspended or otherwise excluded from participation in, or as the result of a settlement agreement has voluntarily withdrawn from participation in, any program under federal law, including any program under Titles IV, XVIII, XIX, XX or XXI of the Social Security Act;
 - 1.16.3.2 Has not been reinstated in the program after a period of exclusion, suspension, debarment, or ineligibility; or
 - 1.16.3.3 Has been convicted of a criminal offense related to the provision of items or services to a federal, state or local government entity within the last 10 years.
 - 1.16.3.4 Vendor shall terminate its relations with any employee, contractor or sub-contractor immediately upon learning that such employee, contractor or sub-contractor meets the definition of an Excluded Individual/Entity, and shall notify the OIG of the termination.

1.17 NONEXCLUSION.

- 1.17.1 Vendor certifies that Vendor is not currently barred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency, or is currently barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
- 1.17.2 If at any time during the term of this Agreement, Vendor becomes barred, suspended, or excluded from participation in this transaction, Vendor shall, within 30 days after becoming barred, suspended or excluded, provide to the Agency a written description of each offense causing the exclusion, the date(s) of the

ATTACHMENT EE

STATE OF ILLINOIS SUPPLEMENTAL PROVISIONS

offense, the action(s) causing the offense(s), any penalty assessed or sentence imposed, and the date any penalty was paid or sentence complete.

- **1.18 TERMINATION FOR BREACH OF HIPAA COMPLIANCE OBLIGATIONS**. Vendor shall comply with the terms of the HIPAA Compliance Obligations set forth in Appendix C. Upon the Agency's learning of a material breach of the terms of the HIPAA Compliance Obligations set forth in Attachment A, the Agency shall:
 - 1.18.1 Provide Vendor with an opportunity to cure the breach or end the violation, and terminate this Contract if Vendor does not cure the breach or end the violation within the time specified by the Agency; or
 - 1.18.2 Immediately terminate this Contract if Vendor has breached a material term of the HIPAA Compliance Obligations and cure is not possible; or
 - 1.18.3 Report the violation to the Secretary of the United States Department of Health and Human Services, if neither termination nor cure by Vendor is feasible.
- **1.19 RETENTION OF HIPAA RECORDS**. Vendor shall maintain for a minimum of six (6) years documentation of the protected health information disclosed by Vendor, and all requests from individuals for access to records or amendment of records, pursuant to Appendix C, sections C.6. and C.7., of this Contract, in accordance with 45 CFR 164.530(j).

1.20 MARKETING.

- 1.20.1 Definition. Marketing is any communication by Vendor about a product or service that encourages the individual (as defined in Appendix C, incorporated by reference and made a part hereof) to purchase or use the product or service, unless the communication is limited to:
 - 1.20.1.1 A description of health-related products or services (or payment for such products or services) that are provided by or included in a plan of benefits of the Agency or Vendor pursuant to this Contract, including communications regarding the entities participating in a health care provider network or health plan network, replacement of or enhancements to a health plan, and health-related products or services available only to an enrollee that add value to but are not part of the plan of benefits;
 - 1.20.1.2 Communications for treatment of the individual; or
 - 1.20.1.3 Communications for case management or care coordination for the individual or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the individual.
- 1.20.2 Authorization.

ATTACHMENT EE

STATE OF ILLINOIS SUPPLEMENTAL PROVISIONS

- 1.20.2.1 Vendor must obtain an authorization for any use or disclosure of protected health information (as defined in Attachment A) for marketing, except if the communication is in the form of: face to face communication made by Vendor to the individual, or a promotional gift of nominal value provided by Vendor.
- 1.20.2.2 If the marketing involves direct or indirect remuneration to Vendor from a third party, the authorization shall state that such remuneration is involved.
- **1.21 CONFLICT OF INTEREST**. In addition to any other provision in this Contract governing conflicts of interest, Vendor certifies that neither Vendor, nor any party directly or indirectly affiliated with Vendor, including, but not limited to, Vendor's officers, directors, employees and subcontractors, and the officers, directors and employees of Vendor's subcontractors, shall have or acquire any Conflict of Interest in performance of this Contract.
 - 1.21.1 For purposes of this section, "Conflict of Interest" shall mean an interest of Vendor, or any entity described above, which may be direct or indirect, professional, personal, financial, or beneficial in nature that, in the sole discretion of the Agency, compromises, appears to compromise, or gives the appearance of impropriety with regard to Vendor's duties and responsibilities under this Contract. This term shall include potential Conflicts of Interest. A Conflict of Interest may exist even if no unethical or improper act results from it or may arise where Vendor becomes a party to any litigation, investigation, or transaction that materially impacts Vendor's ability to perform under this Contract. Any situation where Vendor's role under the Contract competes with Vendor's professional or personal role may give rise to an appearance of impropriety. Any conduct that would lead a reasonable person, knowing all the circumstances, to a conclusion that bias may exist or that improper conduct may occur or gives the appearance of the existence of bias or improper conduct, is a Conflict of Interest.
 - 1.21.2 Vendor shall disclose in writing any Conflicts of Interest to the Agency no later than seven (7) calendar days after learning of the Conflict of Interest. The Agency may initiate any inquiry as to the existence of a Conflict of Interest. Vendor shall cooperate with all inquiries initiated pursuant to this section. Vendor shall have an opportunity to discuss the Conflict of Interest with the Agency and suggest a remedy under this section.
 - 1.21.3 Notwithstanding any other provisions in the Contract, the Agency shall, in its sole discretion, determine whether a Conflict of Interest exists or whether Vendor failed to make any required disclosure. This determination shall not be subject to appeal by Vendor. If the Agency concludes that a Conflict of Interest exists, or that Vendor failed to disclose any Conflict of Interest, the Agency may impose one or more remedies, as set forth below.

ATTACHMENT EE

1.21.4 The appropriate remedy for a Conflict of Interest shall be determined in the sole discretion of the Agency and shall not be subject to appeal by Vendor. Available remedies shall include, but not be limited to, the elimination of the Conflict of Interest or the non-renewal or termination of the Contract.

1.22 CLEAN AIR ACT AND CLEAN WATER ACT. Vendor certifies that Vendor is in compliance with all applicable standards, orders or regulations issued pursuant to the federal Clean Air Act (42 U.S.C. 7401 et seq.) and the federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the United States Department of Health and Human Services and the appropriate Regional Office of the United States Environmental Protection Agency.

1.23 LOBBYING.

- 1.23.1 Vendor certifies to the best of Vendor's knowledge and belief, that no federally appropriated funds have been paid or will be paid by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- 1.23.2 If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, Vendor shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at Vendor's request from the Agency's Bureau of Fiscal Operations.
- 1.23.3 Vendor shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 1.23.4 This certification is a material representation of fact upon which reliance was placed when this Contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- **1.24 RULES OF CONSTRUCTION**. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Contract:
 - 1.24.1 Provisions apply to successive events and transactions;

ATTACHMENT EE

1.24.2	"Or" is not exclusive;
1.24.3	References to statutes and rules include subsequent amendments and successors thereto;
1.24.4	The various headings of this Contract are provided for convenience only and shal not affect the meaning or interpretation of this Contract or any provision hereof;
1.24.5	If any payment or delivery hereunder shall be due on any day that is not a business day, such payment or delivery shall be made on the next succeeding business day;
1.24.6	"Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Centra Time and 5:00 p.m. Central Time;
1.24.7	Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
1.24.8	Words in the plural which should be singular by context shall be so read, and vice versa; and

ATTACHMENT EE

2. Vendor Supplemental Provisions:

Click here to enter text.

STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1	Will subcontractors be utilized?	Voc No
1.	Will Subcontractors be utilized: 1	I TEST TINO

2. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of \$25,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

3. All subcontracts over \$25,000 must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

STATE OF ILLINOIS STANDARD CERTIFICATIONS

ATTACHMENT GG

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

- 1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

- Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
- **3.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
- 4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
- **5.** Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

- To the extent there was a current Vendor providing the services covered by this contract and the employees of 6. that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 8. If Vendor has been convicted of a felony, Vendor certifies at least five (5) years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five (5) years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State. 30 ILCS 500/50-10.5e.
- 11. Vendor certifies that it and its affiliates are not delinguent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinguent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five (5) years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
- 15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- **17.** Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

- 18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency grants an exception. 30 ILCS 565.
- **19.** Drug Free Workplace
 - 19.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- **20.** Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- **22.** Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- **25.** Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
- **26.** Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year (1- year) period preceding the procurement lobbying activity.
- 28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:
☐ Vendor is not required to register as a business entity with the State Board of Elections.
or

☐ Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

STATE OF ILLINOIS FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

Financial Disclosures and Conflicts of Interest forms ("forms") must be accurately completed and submitted by the Offeror, any parent entity(ies) and any subcontractors. There are **nine** (9) steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered not responsive. The State will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the Offeror, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract within 20 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$25,000.

y25,000.			
This disclosure is submitted for:			
Vendor			
☐ Vendor's Parent Entity(ies) (10	0% ownership)		
Subcontractor(s) >\$25,000			
Subcontractor's Parent Entity(i	es) > \$25,000		
Project Name and Illinois Procurement Bulletin Number	Click here to enter text.		
Vendor Name	Click here to enter text.		
Doing Business As (DBA)	Click here to enter text.		
Parent Entity	Click here to enter text.		
Subcontractor	Click here to enter text.		
Instrument of Ownership or Beneficial Interest	Choose an item. If you selected Other, please describe: Click here to enter text.		

SUPPORTING DOCUMENTATION SUBMITTAL

(All Offerors complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

You must select one of the five options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form. Option 1 - Publicly Traded Entities 1.A. I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor. OR 1.B. I have attached a copy of the Federal 10-K. Option 2 - Privately Held U.S. Entities with more than 200 Shareholders 2.A. \textcolor I will complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor. OR 2.B. I will list in Step 2, Option A each qualifying individual or entity holding any ownership share in excess of 5% and have attached information Federal 10-K reporting companies are required to report under 17 CFR 229.401. Option 3 – All other Privately Held U.S. Entities, not including Sole Proprietorships distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor. Option 4 - Not-for-Profit Entities I will complete Step 2, Option B. Option 5 - Sole Proprietorships

☐ I will skip to Step 3.

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All Offerors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., or 3.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

Distributive Income – If you selected Option 1.A., 2.A., or 3.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing Offeror's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

I have disclosed all individuals or entities \$106,447.20.	that hold an ownership interest of greater than 5% or greater than
Yes No	
	that were entitled to receive distributable income in an amount greater he total distributable income of the disclosing entity.
Yes No	
OPTION B – Disclosure of Board of Directors	(Not-for-Profits)
ist members of your board of directors. Please in	nclude an attachment if necessary.
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below and complete Step 6 for each individual.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain a State contract: Click here to enter text.

Please certify that the following statements are true.

PROHIBITED CONFLICTS OF INTEREST

(All Offerors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A above. Please provide the name of the person for which responses are provided: Click here to enter text.

ICI WI	nerresponses are provided. Click here to effect text.	
1.	Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?	Yes No
2.	Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?	Yes No
3.	Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?	Yes No
4.	Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?	Yes No
5.	If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the Offeror more than 7.5% of the Offeror's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?	Yes No
6.	If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the Offeror's distributable income or an amount of distributable income in excess of two times the salary of the Governor?	Yes No
	STEP 5	
	CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONS	HIPS
	(Complete only if bid, offer, or contract has an annual value over \$25,000)	
	(Subcontractors with subcontract annual value of more than \$25,000 must complete)	
Step 5	s must be completed for each person disclosed in Step 2, Option A above.	
Please	e provide the name of the person for which responses are provided: Click here to enter text.	
1.	Do you currently have, or in the previous three (3) years have you had State employment, including contractual employment of services?	Yes No
2.	Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous two (2) years?	Yes No

office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous two (2) years? 7. Do you currently have or in the previous three (3) years had employment as or by any registered lobbyist of the State government?	3.	Do you hold currently or have you held in the previous three (3) years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?	Yes No
office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? 6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous two (2) years? 7. Do you currently have or in the previous three (3) years had employment as or by any registered lobbyist of the State government? 8. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? 9. Do you currently have or in the previous three (3) years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? 10. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	4.		Yes No
appointive office currently or in the previous two (2) years? 7. Do you currently have or in the previous three (3) years had employment as or by any registered lobbyist of the State government? 8. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? 9. Do you currently have or in the previous three (3) years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? 10. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	5.	office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the	Yes No
registered lobbyist of the State government? 8. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? 9. Do you currently have or in the previous three (3) years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? 10. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	6.		Yes No
father, mother, son, or daughter) that is or was a registered lobbyist? 9. Do you currently have or in the previous three (3) years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? 10. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	7.		Yes No
any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? 10. Do you currently have or in the previous two (2) years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	8.		Yes No
father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	9.	any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with	Yes No
	10.	father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of	Yes No

EXPLANATION OF AFFIRMATIVE RESPONSES

(All Offerors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

POTENTIAL CONFLICTS OF INTEREST **RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

This step must be completed for each person disclosed through Step 2 and Step 3.

Please provide the name of the person for which responded	onses are provided: Click here to enter text.
---	---

lease	e provide the name of the person for which responses are provided: Click here to enter text.	
1.	Within the previous 10 years, have you had debarment from contracting with any governmental entity?	Yes No
2.	Within the previous 10 years, have you had any professional licensure discipline?	Yes No
3.	Within the previous 10 years, have you had any bankruptcies?	Yes No
4.	Within the previous 10 years, have you had any adverse civil judgments and administrative findings?	Yes No
5.	Within the previous 10 years, have you had any criminal felony convictions?	Yes No
•	answered "Yes", please provide a detailed explanation that includes, but is not limited to the name	ne, State agency

If

DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

If you selected Option 1, 2, 3, or 5 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.				

Please explain the procurement relationship: Click here to enter text.

STEP 9

SIGN THE DISCLOSURE

(All Offerors must complete regardless of annual bid, offer, or contract value)

(Subcontractors with subcontract annual value of more than \$25,000 must complete)

This disclosure is signed and made under penalty of perjury for all for-profit entities by an authorized officer or employee on behalf of the bidder or Offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Click here to enter text.	
Signature:	Date: Click here to enter text.
Printed Name: Click here to enter text.	
Title: Click here to enter text.	
Phone Number: Click here to enter text.	
Email Address: Click here to enter text.	

STATE OF ILLINOIS DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, Offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related
 activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets
 located in Iran involve contracts with or provision of oil-related or mineral extraction products or
 services to the Government of Iran or a project or consortium created exclusively by that Government;
 and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Click here to enter text.

STATE OF ILLINOIS BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT JJ

1. Name of Business (official name and DBA)

Click here to enter text.

2. Business Headquarters (address, phone and fax)

Click here to enter text.

Click here to enter text.

Click here to enter text.

3. If a Division or Subsidiary of another organization provide the name and address of the parent

Click here to enter text.

4. Billing Address

Click here to enter text.

Click here to enter text.

5. Name of Chief Executive Officer

Click here to enter text.

6. Vendor Contact (name, title, address, phone, toll-free number, fax, and e-mail)

Click here to enter text.

7. Company Web Site Address

Click here to enter text.

- 8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below Click here to enter text.
- **9.** Length of time in business

Click here to enter text.

10. Annual Sales for Vendor's most recently completed fiscal year

Click here to enter text.

11. Show number of full-time employees, on average, during the most recent fiscal year

Click here to enter text.

STATE OF ILLINOIS REFERENCES

ATTACHMENT KK

Provide references from established firms or government agencies (Click here to enter text.) other than the Department of Healthcare and Family Services that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

2. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

3. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

4. Firm/Government Agency (name): Click here to enter text.

Contact Person (name, email address, address, and phone): Click here to enter text.

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

Vendor Name: Click here to enter text.

Taxpayer Identification Number: Click here to enter text.

Return Mailing Address: Click here to enter text.

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

Click here to enter text. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number 22027527), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

	The Offeror is discouraged from taking exceptions. State law shall not be circumvented by the exception process. The State will determine in its sole discretion whether to accept any exception. Exceptions may result in rejection of Offeror's proposal.
	STANDARD TERMS AND CONDITIONS
Section/ Subsection #	State the exception such as "add," "replace," and/or "delete."
	ADDITIONAL TERMS AND CONDITIONS
New Provision(s), # et. seq.	Section/Subsection New Number, Title of New Subsection: State the new additional term or condition.

STATE OF ILLINOIS TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Click here to enter text.

Business Name: Click here to enter text.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: Click	here to enter text.
Legal Status (check one):	
☐ Individual	Governmental
Sole Proprietor	Nonresident alien
Partnership	Estate or trust
Legal Services Corporation	Pharmacy (Non-Corp.)
Tax-exempt	Pharmacy/Funeral Home/Cemetery (Corp.)
Corporation providing or billing	Limited Liability Company
medical and/or health care services	(select applicable tax classification)
Corporation NOT providing or billing	D = disregarded entity
medical and/or health care services	C = corporation
	P = partnership
Signature of Authorized Representative:	

Date: Click here to enter a date

Enhanced Eligibility Verification Project

APPENDIX A

APPENDIX A: GENERAL INFORMATION

Appendix A includes information which Offerors should utilize in developing their proposals. Additional details will be provided to the Vendor during Contract negotiations.

Appendix A.1: Illinois Medical Policy Information

The following link provides information regarding Illinois Medical Programs:

http://www2.illinois.gov/hfs/MedicalCustomers/Programs/Pages/default.aspx

The following link includes information regarding Illinois medical policies and procedures:

http://www.dhs.state.il.us/page.aspx?Item=13473

Offerors are encouraged to review this information in order to understand Illinois' policies and procedures.

Appendix A.2: Description of Caseload

A.2.1 Cases Which Will be Sent to the Vendor for Redeterminations

The table below provides information about the size of caseloads by program type. It was developed primarily from the DHS Bureau of Research and Analysis' *All Programs Caseload* report for April 2012 (APC report). The State estimates that approximately $1/12^{th}$ of these cases will come up for renewal each month, though volumes may be affected by a variety of factors and will vary from month to month. It is intended to provide an *estimate* for planning purposes.

Program	# of Cases	# of Individuals	Notes
Family Health Plans (FHP)	781,128	1,965,755 Renewals for approximately 65K-70K of to cases are handled by the All Kids Unit; the remainder by DHS caseworkers. 290,446 of FHP cases receive SNAP.	
Aid to the Aged, Blind, and Disabled	466,194	466,194	234,712 of AABD cases receive SNAP.
Health Benefits for Workers with Disabilities	800	800	HBWD is a subset of AABD and its caseload is included in the AABD total. Renewals for these cases are handled manually by a team in Springfield and are not part of this contract. These statistics are included for informational purposes only.
Long Term Care	63,455	63,455	Long Term Care is a subset of AABD and its caseload is included in the AABD total.
Veteran's Care	200	200	Renewals for these cases are not part of this contract. These statistics are included for informational purposes only.

Enhanced Eligibility Verification Project

APPENDIX A

Program	# of Cases	# of Individuals	Notes
Illinois Healthy Women	29,289	29,289	These numbers reflect clients seeking annual reenrollment in IHW. It does not include clients who are auto-enrolled, since many of them subsequently seek and obtain coverage through Medicaid and will not require renewal on IHW. These cases are not part of this contract. These statistics are included for informational purposes only.

The state may decide to require the Vendor to add redeterminations of eligibility for other groups such as those for whom the state pays Medicare premiums, deductibles or co-payments (Medicare Savings Program, MSP). Such work, however, is not included in the current bid pricing structure.

If the State chooses to add redeterminations of additional groups to the Vendor's workload, compensation shall be established pursuant to the provisions of Section 1.3.11 related to Additional Support Services.

A.2.2 Cases which will be sent to the Vendor with Potential Anomalies

The State currently has approximately 169,000 cases that are marked in the State's database as having a potential anomaly. These are currently included on the Priority Action List (PAL) for caseworkers. These are cases where the State's system clearances have identified a potential issue with the case which may impact eligibility for an individual recipient on the case. The following link provides information on the type anomalies which are currently produced on the PAL: http://www.dhs.state.il.us/page.aspx?item=17514

A list of codes which the Vendor may expect for cases where follow-up is necessary:

A - Child turning 19 on FHP case

C – IDES earnings reported

F – SNAP component discrepancy

N - New Hire reporting

P – Pregnant woman now due

S – No SSN coded for person

U – UI reported by IDES

X – Disability re-exam now due

The State will work with the Vendor to determine how many of these cases require specific review by the Vendor. It is expected that many of these will be addressed as part of a normal redetermination process. At this time, it is anticipated that somewhat more than half of these will require work under this section. The number that will need to be worked by the Vendor outside of the normal redetermination process should decline

Enhanced Eligibility Verification Project

APPENDIX A

dramatically after the first year as the Vendor reviews cases during the redetermination process. For the following year, the State estimates sending 40,000 – 60,000 cases annually.

The State will work with the Vendor to finalize the estimates of the process—and resulting estimated case load—to be worked by the Vendor.

A.2.3 Known Issues with Illinois Client Data

A.2.3.1 SSN

Illinois does not have Social Security Numbers (SSN) for all clients. The table below provides details regarding information on clients in the State system as of early July 2012. This includes individuals who are considered RPY (representative payee) on an active case. The RPY does not receive benefits; however, the RPY's income may be needed for eligibility verification.

In the table below, "SSN (V)" means the SSN was verified twice by DHS with the Social Security Administration (SSA). "SSN (Other)" means the State was not able to obtain an exact match on all qualifiers but it was close enough to the SSA's records to be considered a real SSN for that person.

Program	Active People	SSN(V)	NO SSN	SSN (OTHER)
AABD with CASH	31,004	30,811	110	84
TANF(CASH)	146,046	137,100	8,307	10,649
AABD	546,080	531,399	9,152	9,529
Family Assist	2,355,352	1,884,081	274,688	86,583
All Kids S/P/R	157,919	129,014	12,723	16,182

Please note this information is to be used only to provide the Vendor with an understanding of the quality of data relative to SSNs. The State anticipates working with the Vendor to determine ways to minimize the impact this may have on the Vendor's ability to process cases through electronic verification.

A.2.3.2 Companion Cases

Companion cases occur when some of the eligibility factors are shared between more than one case, i.e., a husband and wife who have separate AABD cases and the income/resources of both are applied to each case. The State will work with the Vendor to identify any follow-up with clients needed to appropriately address these situations.

Enhanced Eligibility Verification Project

APPENDIX A

Appendix A.3: Data Elements the State Will Send to the EEV Vendor

The following is a list of the data elements which will be sent electronically to the Vendor. The State will work with the Vendor to finalize all details regarding format and detail of information the State will send.

By case, by person within the case and responsible relatives

Element List f	rom the DHS C	Client Data Base
for Eamily He	alth Dian (EHD)	Aid to Aged Blind

for Family Health Plan (FHP), Aid to Aged Blind or Disabled (AABD) Cases (AABD includes both Community and Long Term Care)

(Not all elements apply to all cases.)

Case Name

Case Address

Case Identification Number

Phone #1

Phone #2

Effective Month of the Redetermination

Last Opening Date for AABD long term care cases

Type of Household – - community, nursing home, supported living facility, in- home services, etc.

Number of people in the income standard

Household members:

- First and Last Name
- Status Indicator: Active or Inactive
- Date of Birth
- Social Security Number
- Recipient Identification Number
- Other medical insurance
- SSA Claim Number
- A # (Immigration Identification Number)

Social Security Number of Non-Household Responsible Relatives, if available

Relationship of Household Members to person listed as case name

Expected Date of Delivery, if pregnant

Citizen or Immigration status

Reported Income, Earned and Unearned

Reported Resources for AABD & MSP cases

PAL Codes, if any

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APPENDIX A

Appendix A.4: Real-Time Clearances

Following is the list of real-time clearances which are currently performed by the State of Illinois Eligibility Determination system. Please note, not all of these clearances are relevant for eligibility for all programs.

<u>Accounts Receivable System (ARS)</u> - This inquiry will display any recoupable balances for an adult requesting cash and medical assistance and that has a SSN entered. It will also display any applicable information if that applicant has been convicted of criminal violation of the Public Aid Code. This inquiry accesses the IDPA ARS database.

<u>Chicago Board of Education (CBOE)</u> - This inquiry will display school attendance information for a child applicant by accessing the Chicago Student Online Cross match (CSOC) Database.

<u>Client Data Base (ACID)</u> - This inquiry accesses any case that has received cash, medical, or Food Stamp benefits in the past 24 months. It also lists any case that has applied or has been denied benefits in the past six (6) months. This inquiry shows current data that CIS has for each person in the case.

<u>Client Name Inquiry (ANQR)</u> - This inquiry allows access to historical information for all aid recipients. This information is accessed by the person's name.

<u>Disqualified Recipient System (DRS)</u> - This inquiry will display information regarding a previously sanctioned Food Stamp applicant by accessing the IDPA DRS database.

<u>Parentage Inquiry</u> (KIDS) - This inquiry will display any child support information for an absent responsible relative which has been entered into a case. This inquiry access the HFS KIDS system.

<u>Food Stamp Work Requirement (FSWR)</u> - This inquiry displays the month(s) and year(s) during the past 36 months that food stamp benefits were received by a client who was required to meet the Food Stamp work requirement and did not. It accesses the IDPA FSWR database.

<u>Interstate Location System (ILS)</u> - This inquiry displays Missouri Unemployment Insurance Benefits information for an applicant by accessing a Missouri state database. This clearance runs only in selected counties.

<u>Recipient Identification Number (RIN)</u> - This clearance returns RINs for each person located on the CIS database that previously received assistance and writes them to the Screener record so they may be reassigned when the case is approved.

State On-Line Query (SOLQ) - SSNs are sent to the Social Security Administration for verification/validation.

<u>Systematic Alien Verification for Entitlement System (SAVE)</u> - This inquiry will display alien information for an applicant indicating alien status and providing an alien registration number. It accesses the Federal SAVE Database. The caseworkers manually access this information thru the SAVE system.

<u>Temporary Assistance for Needy Families (TANF)</u> - This inquiry will display a count of months (up to 61) of TANF benefits that a client has received as an adult. This inquiry will access a new segment of the IDPA FSWR database.

<u>Third Party Liability Validation (TPLV)</u> - This inquiry will display any insurance coverage for an applicant by accessing the IDPA TPL Database.

<u>Wage Verification (AWVS)</u> - This inquiry accesses the Illinois Department of Employment Security databases. It is used to determine any employer or unemployment claims the client has. The inquiry is run with regard to all applicants regardless of age, and with regard to non-applicants older than 17 years of age.

Enhanced Eligibility Verification Project

Δ	P	P	F	N	D	IX	Δ

<u>Verification of Residency (SOS)</u> - This inquiry access the Secretary of State databases. It is used to determine whether a person is a resident of Illinois. This inquiry is run for anyone on the case who is age 16 or older.

Enhanced Eligibility Verification Project

APPENDIX A

Appendix A.5: Glossary

This section includes acronyms and definitions of terms used throughout the RFP for purposes of clarification.

Acronym/Term	Definition
AABD	Aid to the Aged, Blind, or Disabled
AAR	Average Abandon Rate
ACA	Affordable Care Act - A federal statute to facilitate reform of the private health insurance industry and public health insurance programs.
Account	The Federally Facilitated Exchange (FFE aka "Exchange") creates an Account when an application for eligibility is accepted for enrollment in a QHP, advance payment of the premium tax credit and cost-sharing reductions determined, as well as eligibility for Medicaid, CHIP, or BHP. The Account will be used to manage and enable access to eligibility information during the verification and eligibility determination processes. The Account facilitates change reporting and tracking as well as other purposes in the Exchange. Illinois does not currently use the term Account, but will maintain as it relates to the Exchange.
ACD	Advanced Call Distribution
ACM	Automated Case Management - The computer system currently responsible for the processing required by field staff to support case management functions. It operates on regional Concurrent systems that transmit data nightly to be centrally processed at the state level
AHT	Average Hold Time
AIS	Automated Intake System - The computer system currently responsible for the processing of applications for human service or medical program services. The AIS is used by field staff, and operates on regional Concurrent Systems that transmit data nightly to be centrally processed at the state level.
APC Report	All Programs Caseload report
Applicant	An individual who is seeking an eligibility determination for himself or herself through an application submission or a transfer from another agency or insurance affordability program.
ARRA	American Recovery and Reinvestment Act
ASA	Average Speed of Answer - Average time to answer a call after the call clears the ACD and is in queue.
Assets	Any income or financial resource available to an applicant is considered an asset by federal Medicaid policy. Assets are divided into two groups: income (earned and unearned) and resources. Note that this term may be used differently for SNAP and TANF than for medical programs.
Assistor	Any person or organization that uses relevant systems to help an individual learn about and/or apply for benefits.
BEI	Bureau of Eligibility Integrity
Benefits	Payments such as cash and SNAP, or in the case of medical programs, health care benefits which provide coverage for services rendered by a provider.

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Acronym/Term	Definition
Business Process	Or "Business Method." A collection of related, structured activities or tasks that produce a specific service or product (serve a particular goal) for a particular customer or customers. It often can be visualized with a flowchart as a sequence of activities.
Business Services	Software that implements a business capability of a business process.
Case	An identification assigned to an individual or group of individuals per rules of the program(s) under which they seek or receive public benefits. The term case is synonymous with Unit.
Case Maintenance	All eligibility-related case activity subsequent to enrollment. Includes changes, compliance monitoring, and redeterminations. Sometimes referred to as case management.
Caseworker	A DHS or HFS employee whose position falls into a set of specific Illinois Personnel Code classifications. Employees in those positions may determine initial program eligibility, enroll Clients into programs, or conduct ongoing Case Maintenance.
Cash Assistance	This includes the TANF, AABD State Supplement and General Assistance programs.
CAU	Client Assessment Unit
CDB	Client Data Base - A collection of data that manages information about cases (households) for DHS.
CFR	Code of Federal Regulations
CHIP/CHIPRA	Children's Health Insurance Program/Children's Health Insurance Program Reauthorization Act
Churning	When Clients are dis-enrolled only to reapply shortly thereafter and be found eligible.
CIO	HFS Chief Information Officer
CIS	Client Information System - The collection of computer systems supporting the intake, enrollment, case management, and human services benefits functions (primarily the AIS, the ACM, the CDB, and the Recipient Ledger).
Clearances	Verification of applicant data for correctness and eligibility determination by CIS.
Client	An individual who is enrolled in a means-tested public benefit program.
Client Record	Client Record is interchangeable with Account.
Client System	The applications on the regional Concurrent computer systems hosting, primarily the AIS and the ACM.
Concurrent System	The system operating regionally providing computing services for the field staff. Consists of the Client System (including the Automated Intake System and Automated Case Management), IPACS, and all the databases and infrastructure necessary to support those applications. Called the Concurrent System as a reference to the operating system of the computers.
СРО	Illinois Chief Procurement Officer
Customer	An individual who interacts with the relevant systems or an associated state agency or agent for any reason related to subsidized medical coverage, SNAP, Cash Assistance, or other public benefits or programs which may be handled by the relevant systems in the future. This is a broad and general term; applicants, clients, advocates, information seekers, etc., who initiate contact are all considered "customers."
DBA	Doing Business As
DCS	HFS Division of Child Support

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Acronym/Term	Definition		
DHS	Illinois Department of Human Services		
Disenrollment	Occurs when a person's enrollment status in a benefit program is changed to no longer participating in the program.		
DOI	Illinois Department of Insurance		
DR	Disaster Recovery		
EDW	Electronic Data Warehouse		
EEC	Illinois Executive Ethics Commission		
EEV	Enhanced Eligibility Verification		
EIN	Employer Identification Number		
Eligibility Determination	Assessment of all financial and non-financial information needed to decide whether an individual qualifies for a program, and, when appropriate, to establish benefit level.		
Eligibility Verification	Responding to inquiries from an authorized user (such as a medical provider) checking an individual's eligibility to receive benefits within a specific program.		
EMOG	Eligibility Modernization Oversight Group		
End User	The person(s) who use the product, service, or system.		
Enrollment	Occurs after determination of eligibility and consists of recording an individual into a participation status (client status) in programs for which the individual has been found to be eligible. This process includes establishment of appropriate benefit levels and/or choice of program or provider where appropriate.		
FCRC	Family Community Resource Center - The Illinois DHS field offices.		
Federal CMS	Federal Centers for Medicare and Medicaid Services		
FHP	Family Health Plan		
FICA	Federal Insurance Contributions Act		
Financial Data	Verified financial information used for means testing.		
FIPS	Federal Information Processing Standards		
FISMA	Federal Information Security Management Act		
FOIA	Freedom of Information Act		
FPL	Federal Poverty Level		
HBWD	Health Benefits for Workers with Disabilities		
HFS	Illinois Department of Healthcare and Family Services		
HHS	U.S. Department of Health and Human Services		
HIE	Health Information Exchange		
HIPAA	Health Insurance Portability and Accountability Act		
HIT	Health Information Technology		
HITECH	The Health Information Technology for Economic and Clinical Health		
HIX	Health Insurance Exchange - Exchanges will allow individuals and small businesses to compare health plans, get answers to questions, find out if they are eligible for tax credits for private insurance or health programs like the Children's Health Insurance Program (CHIP), and enroll in a health plan that meets their needs.		
Household (HH)	A person or group of persons living together who may be counted in the income standard		

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Acronym/Term	Definition
	according to a particular program's rules; not all persons living together will necessarily be included in the household. A household typically contains spouses, parents, and/or eligible children. More than one household may live at the same address. A household may be different for SNAP than for medical benefits.
IDES	Illinois Department of Employment Security
IDHR	Illinois Department of Human Rights
IES	Integrated Eligibility System – The eligibility system under development by the State to replace the current system. System replacement is estimated to be complete by fall 2015, but significant new functionality will be being phased in before then.
IHW	Illinois Healthy Women
IL SoS	Illinois Secretary of State
Illinois CMS	Illinois Department of Central Management Services – The Agency responsible for computer services and procurement management for all Illinois agencies under the governor's office.
IMRF	Illinois Municipal Retirement Fund
Income	Monetary payment that is either a) earned from work or self-employment, or b) unearned from government sources, investment income, or contributions from others. Income can, either directly or by sale or conversion, be used to meet an applicant's basic needs. Income received in one month but not spent in that month is considered a resource in subsequent months. In-kind and non-monetary payments are exempt in Illinois, as stipulated in policy.
Individual	A neutral term used to avoid using more specific terms. Means a person.
Intake	Initial interactions with an applicant or applicant's representative to apply for new services. This may occur at a state office, via self-service channels (portal, phone, etc.), or through community partners (including navigators and assistors), and encompasses data gathering for determination of eligibility. It does not include screening.
Interface	Interaction between components.
IRA	Individual Retirement Account
IRS	Internal Revenue Service
IT	Information technology
IVR	Interactive voice response
LTC	Long Term Care
MAGI	Modified Adjusted Gross Income - defined by the ACA as Adjusted Gross Income as calculated under the federal income tax, plus any foreign income or tax-exempt interest received.
MSP	Medicare Savings Plan
MPE	Medicaid Presumptive Eligibility
Navigator	The ACA requires each Exchange to establish a program under which it awards grants to entities serving as "Navigators." Navigators will distribute information about enrollment in qualified health plans available under the Exchange, facilitate enrollment in the plans, and conduct outreach activities related to the plans, among other things. An entity serving as a Navigator must perform the following functions: Conduct public education activities to raise awareness of the availability of qualified health plans, distribute "fair and impartial information" regarding enrollment, and the availability of premium tax credits and cost-sharing reductions.

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	 Facilitate enrollment in qualified health plans. Offer referrals to any applicable office of health insurance consumer assistance or health insurance ombudsman, for any enrollee with a grievance, complaint, or question regarding his or her health plan, coverage, or a determination under the plan or coverage. Provide information in a manner that is "culturally and linguistically appropriate to the needs of the population being served by" the Exchange. 		
NIST	National Institute for Standards and Technology		
Non-Requestor	An individual who is a member of a household but for whom benefits are not requested on an application.		
Offeror	An organization that submits a Proposal in response to the RFP. Synonymous with Proposer.		
OIG	Office of the Inspector General – There are OIGs at multiple levels in state and federal governments.		
OPM	United States Office of Personnel Management		
PAL	Priority Action List		
PARIS	Public Assistance Reporting Information System		
PE	Presumptive Eligibility		
PHI	Protected Health Information (protected by HIPAA)		
PII	Personally Identifiable Information		
Program Management	All aspects of planning and managing a given benefit program, including monitoring and reporting of activities, resource planning, change management, handling proposed changes to rules, integration with other benefit programs, ensuring information privacy, ensuring program integrity, etc.		
Programs	Various systems of assistance administered by the State of Illinois. Programs may be distinguished by eligibility criteria, type or level and benefit, and funding source.		
Proposer	An organization that submits a Proposal in response the RFP. Synonymous with Offeror.		
Provider	An individual, facility or organization that has a Provider Agreement or Contract with the state to render services to customers, applicants or clients (i.e. medical professionals, All Kids Application Agents, MPE providers, child care, etc.).		
QM	Quality Management		
Redetermination	Periodic assessment of all financial and non-financial information needed to decide whether an individual continues to qualify for a program or qualifies for additional or alternative programs. When appropriate, this process may include adjustment of benefit level.		
Requestor	An individual who is a member of a household and for whom benefits are requested on an application.		
Requirement	A description of a condition which must be met.		
RFP	Request for Proposal		
RIN	Recipient Identification Number, which is the fundamental unit of client identification in the existing HFS/DHS system.		
RPY	Representative Payee		
SAVE	Systematic Alien Verification for Entitlement System of the United States government		
Screening	Anonymous check of potential eligibility. Not a mandatory part of the application process.		

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Services	Provided as part of or associated with a program. Could mean payments or other tangible items or services such as education, training, medical care, etc.		
SMART Act	e Medicaid Access and Resources Together, PA 97-689. A package of cost-cutting and enue-enhancing measures aimed at better aligning the Medicaid budget with available ources. Among other things, this law requires the establishment of additional processes trengthen determination and redetermination of eligibility for Medicaid programs.		
SME	Subject Matter Expert - An individual with extensive knowledge of a particular subject or business process.		
SNAP	Supplemental Nutrition Assistance Program - Also known as "Food Stamps."		
SOLQ	State On-Line Query		
Sources of Income	An inclusive term to describe financial resources relevant to eligibility, since income from non-applicants is often considered.		
SSDI	Social Security Disability Insurance		
SSI	Supplemental Security Income		
SSN	Social Security Number		
TANF	Temporary Assistance for Needy Families, which provides temporary financial assistance for pregnant women and families with one or more dependent children. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical.		
Task Orders	Process to be used by the State to request additional services.		
Title XIX Program	Medicaid or "Medical Assistance" under the Social Security Act		
Title XVIII Program	Health Insurance for the Aged and Disabled under the Social Security Act - More commonly known as "Medicare."		
Title XX Program	Social Service and Elder Justice Programs under the Social Security Act		
Title XXI Program	Children's Health Insurance Program (CHIP) or CHIPRA, under the Social Security Act		
TPL	Third Party Liability		
Unit	An identification assigned to an individual or group of individuals per rules of the program(s) under which they seek or receive public benefits. The term unit is synonymous with Case.		
User	An individual interacting with relevant systems for any purpose. May include members of the public, Navigators, state employees, Exchange staff.		
Vendor	The successful Offeror who is awarded the EEV contract.		
Verification of Eligibility Criteria	Includes confirmation of information supplied by Applicants, the retrieval of supporting data from internal and external data sources, and the identification of/alignment to prior Cases associated with the Applicant or Client and other household members.		
WTPY	Wire to Wire Third Party Query System - Federally mandated computer match with the Social Security Administration which has been incorporated into Applicant Income and Eligibility Verification System.		

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APPENDIX B

APPENDIX B: DETAILED REQUIREMENTS

Appendix B includes detailed requirements to which the Vendor must respond. There are three (3) sections in Appendix B:

- Appendix B.1 includes the details regarding the Eligibility Factors & Verification Requirements by Program. These are criteria by which the Vendor will assess eligibility.
- Appendix B.2 includes the level of detail the Vendor must provide with the recommendation for eligibility.
- Appendix B.3 includes a table of detailed mandatory and desirable requirements and instructions for completing these items.

Appendix B.1: Eligibility Factors & Verification Requirements by Program

The following pages are a matrix of eligibility criteria for Illinois Medical programs in effect at the time of the publication of the RFP. This matrix must be used by the Vendor to perform the assessment of the eligibility of a case for the various programs during the review of the eligibility factors as required by this Contract.

Offeror's Response to Appendix B.1 – The Offeror's response must include details regarding how the Offeror will utilize this information in the process of performing the eligibility verifications as identified in the RFP. The Offeror must also describe how it will maintain the eligibility criteria as documented in this matrix and provide details regarding the ability to make adjustments based on updates which the State may request.

Please note that all references to Forms and Action Memos can be accessed via the link below to the Illinois medical policies and procedures web site. (Use the search feature to find specific information.)

http://www.dhs.state.il.us/page.aspx?Item=13473

Eligibility Factors & Verification Requirements by Program for Medical Redeterminations

Eligibility Facto	or	Family Health Plans (FHP)	Aid to the Aged, Blind and Disabled (AABD)	Long Term Care (LTC)
Income (verify for all persons included in	Self – Employment Income & Expenses	Verify electronically or obtain self employment records for the most recent month. Can use Form 2790 to obtain the income (08-01-01-a, 19-02- 02-b & Action Memo 12/23/03)	Verify electronically or obtain self employment records for the most recent month. Can use Form 2790 to obtain the income	Verify electronically or obtain self employment records for the most recent month. Can use Form 2790 to obtain the income
standard) (for LTC verify income of individual	Earnings from Employment	Verify electronically or obtain one pay stub for the most recent month. (19- 02-02-b & Action Memo 12/23/03)	Verify earnings and employment expenses electronically or obtain proof for the most recent month	
and spouse) Chi	Child Support Received	Verify electronically (HFS DCS or other means) or obtain proof for the most recent month (19-02-02-b & Action Memo 12/23/03)	Verify electronically (HFS DCS or other means) or obtain proof for the most recent month	Verify electronically (HFS DCS or other means) or obtain proof for the most recent month
	Other Income (rental property, unemployment, trust, etc)	Verify electronically (IDES, SSA, etc) or obtain proof for the most recent month (19-02-02-b & Action Memo 12/23/03)	Verify electronically (IDES, SSA, etc) or obtain proof for the most recent month	Verify electronically (IDES, SSA, etc) or obtain proof for the most recent month
Resources	Checking Account Value	Not considered	Verify electronically or obtain latest statement for all accounts	Verify electronically or obtain latest statement for all accounts
(when considered verify for all persons included in standard) (for LTC verify resources of	Savings Accounts Value	Not considered	Verify electronically or obtain latest statement for all accounts	Verify electronically or obtain latest statement for all accounts
	Life Insurance Face and Cash Value	Not considered	Verify electronically or obtain current cash value, if any Cash value chart may be included in file	Verify electronically or obtain current cash value, if any Cash value chart may be included in file
	Vehicles(Car, Truck,	Not considered	Verify electronically or obtain proof of ownership and value if previously	Verify electronically or obtain proof of ownership and value if previously

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Eligibility Factor		Family Health Plans (FHP)	Aid to the Aged, Blind and Disabled (AABD)	Long Term Care (LTC)
individual and spouse)	Motorcycle) – Ownership and Current Value		unreported or changed	unreported or changed
	Property or Land Ownership and Current Value (Current Value for Non- homestead only)	Not considered	Verify electronically or obtain proof of ownership and value if previously unreported or changed	Verify electronically or obtain proof of ownership and value if previously unreported or changed
	IRAs, Mutual Funds, Money Market Accts Value	Not considered	Verify electronically or obtain latest statement for all accounts	Verify electronically or obtain latest statement for all accounts
	Stocks, Bonds, Oil and Mineral Rights, etc. Value	Not considered	Verify electronically or obtain latest statement for all accounts	Verify electronically or obtain latest statement for all accounts
	Business Resources for self-employment Value	Not considered	Verify electronically or obtain latest value and net annual income for all business resources and equipment	Verify electronically or obtain latest value and net annual income for all business resources and equipment
	Trusts	Not considered	Verify electronically if possible or obtain proof, if previously unreported. Report new or unverified trusts to HFS OIG.	Verify electronically if possible or obtain proof, if previously unreported. Report new or unverified trusts to HFS OIG.
	Annuities, Promissory Notes, etc Ownership, value & payments	Not considered	Verify electronically if possible or obtain proof, if previously unreported. Report new or unverified resources to Collections	Verify electronically if possible or obtain proof, if previously unreported. Report new or unverified resources to Collections
	Home Equity	Not considered	Not considered	Verify value of homestead property

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Eligibility Factor		Family Health Plans (FHP)	Aid to the Aged, Blind and Disabled (AABD)	Long Term Care (LTC)
	Value			electronically or obtain proof. Must be no more than \$525,000 (adjusted annually)
Expenses				
	Spousal or Child Support Paid	Verify electronically (HFS DCS) or obtain proof of one payment in the most recent month (15-04-02-f & Action Memo 12/23/03)	Verify electronically (HFS DCS) or obtain proof of payments for the most recent month. New payments must include proof of Court order.	Verify electronically (HFS DCS) or obtain proof of payments for the most recent month. New payments must include proof of Court order.
	Child Care Expenses Paid	Not verified - accept statement. Allowable expenses capped at \$175 or \$200/month	Verify electronically or obtain proof for most recent month	Verify electronically or obtain proof for most recent month
Non-financial Factors	Other Health Insurance (TPL)	Verify electronically and obtain information to report to TPL unit	Verify electronically and obtain information to report to TPL unit	Verify electronically and obtain information to report to TPL unit
	Insurance Premium affordability test for Premium Level 2	Verify the availability of health insurance and the cost for children approved for All Kids Premium Level 2 who had insurance in the past 12 months prior to approval.	No	No
	Living in Illinois	Verify electronically (IL SoS or other means) or obtain proof. Resolve duplicate state assistance discrepancies (PARIS). Not verified if receives SNAP	Verify electronically (IL SoS or other means) or obtain proof. Resolve duplicate state assistance discrepancies (PARIS). Not verified if receives SNAP	i i
	Immigration Status (for non- citizens)	Yes- Verify status through SAVE (Systematic Alien Verification of Entitlements), if it is subject to change or proof through SAVE has not already been obtained, except for undocumented children under age 19.	Verify status through SAVE (Systematic Alien Verification of Entitlements), if it is subject to change or proof through SAVE has not already been obtained	Verify status through SAVE (Systematic Alien Verification of Entitlements), if it is subject to change or proof through SAVE has not already been obtained

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Eligibility Factor	Family Health Plans (FHP)	Aid to the Aged, Blind and Disabled (AABD)	Long Term Care (LTC)
	(PM 19-02-02-b & 03-01-04)		
Citizenship	Verify electronically or obtain verification for US citizens if not yet verified. Amount of time required to be given to verify citizenship will require follow-up by FCRC staff. (PM 19-02-02-b)	Verify electronically or obtain verification for US citizens if not yet verified. Amount of time required to be given to verify citizenship will require follow-up by FCRC staff.	Verify electronically or obtain verification for US citizens if not yet verified. Amount of time required to be given to verify citizenship will require follow-up by FCRC staff.
Identity (as part of Citizenship procedures)	Verify electronically or obtain verification for US citizens if not yet verified. Amount of time required to be given to verify citizenship will require follow-up by FCRC staff.	Verify electronically or obtain verification for US citizens if not yet verified. Amount of time required to be given to verify citizenship will require follow-up by FCRC staff.	Verify electronically or obtain verification for US citizens if not yet verified. Amount of time required to be given to verify citizenship will require follow-up by FCRC staff.
Relationship of Household Members	Not verified - accept statement	Not verified - accept statement	Not verified - accept statement
Presence of Child(ren) in the Home	Accept statement, verify only if questionable	Accept statement, verify only if questionable	No
SSN (1) See note below	Accept statement (03-11-01); verify through SOLQ or other means, only if not validated with 'V' tag on Client Data Base (CDB)	Accept statement (03-11-01); verify through SOLQ or other means, only if not validated with 'V' tag on CDB	Accept statement (03-11-01); verify through SOLQ or other means, only if not validated with 'V' tag on CDB
CAU Re-Exam or other Medical Information	Not applicable	Verify SSI/SSDI electronically. If not receiving and eligibility is based on disability, review the CAU re-exam date due. Obtain medical records for CAU if reexam due or SSI/SSDI ended	Verify SSI/SSDI electronically. If not receiving and eligibility is based on disability, review the CAU re-exam date due. Obtain medical records for CAU if reexam due or SSI/SSDI ended
Transfers of	Not applicable	Not applicable	If client reports transferring income or

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Eligibility Factor	Family Health Plans (FHP)	Aid to the Aged, Blind and Disabled (AABD)	Long Term Care (LTC)
Income or Resources			resources or there is an unexplained reduction in assets over \$5000, refer to HFS OIG; less than \$5000, verify amount transferred and reason for transfer and refer to FCRC to determine penalty period. At first rede after first anniversary of the case opening only, verify if transfers to community spouse occurred.

- 1. Most individuals must have a valid Social Security Number (SSN) or have proof that they have applied for one to qualify for medical benefits. The All Kids Rebate policyholder must also provide their SSN so that the Comptroller will issue the Rebate check. There are exceptions to this policy. For Moms & Babies, providing a SSN is preferred but not required. A SSN is not required for noncitizen children under age 19 for medical benefits or for Emergency Medical for individuals of any age. (PM 03-11-00) Under federal law, responsible relatives who are not requesting or receiving benefits for themselves cannot be required to provide a SSN.
- 2. Citizenship and immigration documents and some resources, if previously reported, do not require the customer to re-verify at redetermination. These verifications are paper copies and are maintained in the case file. Some resources do require verification although they were previously reported and verified. A vendor will not be able to make that distinction. Such verification may include:
 - documents required to run SAVE;
 - documents verifying cash value of life insurance;
 - vehicles not able to be verified through IL SoS;
 - prepaid burial plans;
 - property/land;
 - life insurance policies; and
 - personal injury claims

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APPENDIX B

Appendix B.2: Recommendation Summary

The following includes the level of detail the Vendor must provide with the recommendation for eligibility for each case / client. This information must be displayed on the Illinois EEV Portal provided by the Vendor. The information must be accessible by the State staff to run queries and the information must be exportable for loading into the HFS Enterprise Data Warehouse.

There are two Recommendation Summary formats shown below. One is for the AABD and LTC cases and one is for the FHP cases.

Offerors Response to Appendix B.2: The Offeror's response must include details regarding how the Offeror will produce this information for display on the Illinois EEV Portal for use by the caseworkers. Offerors are encouraged to provide creative solutions to displaying this information so that it is easy and effective to use. Offerors must also describe how it will maintain this and provide details regarding the ability to make adjustments based on updates which the State may request.

Appendix B.2.1: Recommendation Summary format for AABD and LTC

AABD and LTC
Summary
Vendor's Submittal Date
Redetermination Due Date
DHS/HFS Worker Due Date
Household
Case Name

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Phone Number, if changed Demographic data for active household (HH) member
Demographic data for active household (HH) member
 Name Recipient Identification Number (RIN) Date of birth
Recommendation
Total Monthly Countable Income
Recommendation regarding eligibility
 Eligible Ineligible
Action
Vendor will provide system coding relevant to changes necessary for the caseworker to process the renewal.
Vandar will provide system coding relevant to changes necessary for the caseworker to process the renewal

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Type of Income

Earned Income

- Household member's name
- Household member's RIN
- Gross amount of pay
- Frequency of pay
- Taxes (federal/state)
- Social Security Deductions
- Retirement
- Union Dues
- Insurance

Self-Employment

- Household member's name
- Household member's RIN
- Amount of gross earnings for the most recent month minus allowable self-employment expenses
- Frequency of pay

Unearned Income

- Household member's name
- Household member's RIN
- Gross amount
- Frequency of pay
- Type of income
 - o Social Security-Retirement

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- Social Security Disability
- Supplemental Security Income
- o Railroad retirement
- Veteran's benefits
- Unemployment benefits (including out of state)
- o Pension/Retirement
- Rental income
- Income from investments (interest/dividends)
- Trust fund
- Child Support/alimony
- Contributions
- o Other

Allowable Expenses

Child Care Expenses Paid

- Amount paid
- Frequency of payment

Spousal or Child Support Expense Paid

- Amount paid
- Frequency of payment

Illinois Residency

Verified Yes or No

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Citizenship/Identity

- Sufficiently verified Yes or No
- Identity verified Yes or No
- Source of verification
- For whom is follow up still required?

Immigration

- Sufficiently verified Yes or No
- Source of verification
- For whom is follow up still required?

Other Insurance

Health insurance reported Yes or No

Resources

- Checking Accounts
- Savings Accounts
- Life Insurance (Face Value and Cash Value)
- Prepaid Burial Funds (Ownership and Value)
- Vehicles (Ownership and Current Value)
- Property or Land (Ownership and Current Value)
- IRAs, Mutual Funds, Money Market Accounts
- Stocks, Bonds, Oil and Mineral Rights
- Business Resources for Self Employment
- Annuities, Promissory Notes (Ownership and Value)

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- Home Equity Value of Homestead Property
- Other

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Appendix B.2.2: Recommendation Summary format for Family Health Plans

	Family Health Plans – Medical Only Cases
	Summary
Vendor's Submittal Date	
Redetermination Date	
DHS/HFS Worker Due Date	
Household	
Case Name	
Case ID Number	
Type of Case (Family Health Plans)	
Case address if different from the address of	n the HFS data file
Phone Number, if changed	
Demographic data for active household (HF) members (name, recipient identification number (RIN), date of birth)

Recommendation

Total Monthly Countable Income

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Recommendation regarding medical eligibility for all active HH members

- Eligible
- Ineligible

Action

Vendor will provide system coding relevant to changes necessary for the state worker to process the renewal.

Household Composition

- Additions
- Changes
- Deletions

For persons that need to be added to the case or the income standard, provide the following:

- Previous RIN, if known
- First name last name
- Date of birth
- Gender
- SSN
- RIN
- Relationship to case name
- Citizenship/immigration
- Due date and number of unborn babies if pregnant
- Alien registration number
- Medicare claim number
- Other health insurance

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If an active HH member requires changes to case data, provide the relevant information from the list above.

For persons that need to be deleted, provide the first name, last name and RIN.

Electronic Verification Data

Type of Income

Earned Income

- HH member's name
- HH member's RIN
- Gross amount of pay
- Frequency of pay

Self-Employment

- HH member's name
- HH member's RIN
- Amount of gross earnings for the most recent month minus allowable self-employment expenses
- Frequency of pay

Unearned Income

- HH member's name
- HH member's RIN
- Type of income
 - o Social Security-Retirement

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- Social Security Disability
- Supplemental Security Income
- o Railroad retirement
- Veteran's benefits
- Unemployment benefits (including out of state)
- o Pension/Retirement
- Rental income
- Income from investments (interest/dividends)
- Trust fund
- Child Support/alimony
- Contributions
- o Other
- Gross amount
- Frequency of pay

Allowable Expenses

Child Care Expense Paid

- Amount paid
- Frequency of payment

Spousal or Child Support Expense Paid

- Amount paid
- Frequency of payment

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APPENDIX B

Illinois Residency

- Verified Yes or No
- Source of verification

Citizenship

- Sufficiently verified Yes or No
- Source of verification
- Identity verified Yes or No
- Source of verification
- For whom is follow up still required?

Immigration

- Sufficiently verified Yes or No
- Source of verification
- For whom is follow up still required?

Other Health Insurance

Health insurance reported Yes or No

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APPENDIX B

Appendix B.3: Detailed Requirements Matrix

The following page contains the matrix of detailed requirements to which Offerors must respond.

These are intended to supplement rather than supersede the requirements which are identified in the earlier sections of this RFP.

Offerors Response to Appendix B.3

Offerors should copy this table into its proposal and include responses in the "Offeror Response" column for each item. *Offerors must not change the requirement text.*

Offerors may provide a more detailed explanation in the "Narrative Response" column. Offerors are discouraged from lengthy narrative which does not add value or repeats information included in other sections of the Offeror's proposal.

Offerors response may refer to the relevant section(s) of its response by indicating the section and page numbers.

	Requirement	
ID#	Requirement Text	Offeror Response
1	The Vendor must at a minimum access the following external data sources to perform the data verification as required by this RFP: 1. Income tax information. 2. Employer reports of income and unemployment insurance payment information maintained by the Illinois Department of Employment Security. 3. Earned and unearned income, citizenship and death, and other relevant information maintained by the Social Security Administration. 4. Immigration status information maintained by the United States Citizenship and Immigration Services. 5. Wage reporting and similar information maintained by states contiguous to Illinois. 6. Employment information maintained by the Department of Employment Security in its New Hire Directory database. 7. Employment information maintained by the United States Department of Health and Human Services in its National Directory of New Hires database. 8. Veterans' benefits information maintained by the United States Department of Health and Human Services, in coordination with the Department of Health and Human Services and the Department of Veterans' Affairs, in the federal Public Assistance Reporting Information System (PARIS) database. 9. Residency information maintained by the Illinois Secretary of State.	
2	The Vendor shall access additional data sources, if any, for verification of information for medical assistance.	
3	The Vendor must establish all connections to outside data sources to perform the work of this contract. The State of Illinois will assist in situations where State authorization to data sources is required.	
4	The Vendor shall use secure (SSL/SSH) FTP/SFTP to accommodate all file transfers with the State of Illinois.	

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	Requirement	
ID#	Requirement Text	Offeror Response
5	All images the Vendor sends to the State must be converted to a Portable Document Format (PDF) using Vendor-supplied software. A Vendor-supplied interface into the DHS Z/OS IBM Content Manager that resides on the State's Mainframe shall be subject to DHS approval. The Vendor shall load the PDF in conjunction with the indexes, or attributes that have already been defined within the currently established legacy processes which will be provided to the Vendor. The Vendor will agree to follow State of Illinois CMS security specifications to obtain access to the State's system as specified at http://www2.illinois.gov/bccs/Pages/IT Policies.aspx.	
6	The Vendor shall ensure that all incoming mail, including faxes, is opened and date stamped daily with an identifiable stamp.	
7	The Vendor shall ensure that all incoming mail, including faxes, is distributed at least once daily to appropriate staff.	
8	The Vendor shall ensure that documents received from clients are copied or scanned and any originals (e.g., an actual certified birth certificate) are returned to the sender within two business days from date of receipt, prior to distribution. The Contractor shall ensure that copied and scanned documents are complete and legible (e.g. both sides of a two-sided document, all pages, etc.).	
9	The Vendor shall receive and process all undelivered mail daily.	
10	The Vendor shall update the mailing address for the client and resend the mail within one business day when the U.S. Postal Service provides a forwarding address.	
11	The Vendor shall utilize all sources available to contact the addressee at the telephone number on file in order to obtain an updated address if the U.S. Postal Service does not provide a forwarding address.	

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	Requirement	
ID#	Requirement Text	Offeror Response
12	The Vendor shall document the client file and notify the Agency within two business days indicating that mail had been returned as undeliverable, the type of document that was returned, the efforts taken to obtain an updated mailing address, and the date the material was resent if applicable.	
13	The Vendor shall continue to mail outgoing correspondence to the address on file while researching the new address.	
14	The Vendor shall maintain and utilize an incoming mail log that tracks the type of mail, date received, and the disposition of such mail (e.g. what happened to returned mail).	
15	The Vendor shall develop and utilize an outgoing mail log that tracks the type of mail and date mailed.	
16	The secure web site provided by the Vendor for clients to use to upload images must require a client specific access code which is provided to the client on the client notice requesting the information which the client will be uploading.	
17	The Vendor's systems must allow non-technical staff the option to request and use online reporting functions of the Illinois EEV Portal with minimal training.	
18	The Vendor's systems must provide a mechanism to create standard reports to be run on a set schedule (e.g. daily, 3rd Friday, weekly, monthly, quarterly, etc.) based on user roles and program rules.	
19	The Vendor's systems must have the ability to create reports using all current and future data elements.	
20	The Vendor's systems must provide a mechanism to create ad hoc reports from any data recorded in the system.	
21	The Vendor's systems must have the ability to generate reports based on flexible criteria which can be produced by non-technical staff. (e.g., ad hoc).	

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	Requirement	
ID#	Requirement Text	Offeror Response
22	The Vendor's systems shall access and produce reports with summary level data and granular details.	
23	The Vendor shall recommend additional reporting functions and/or reports that may be beneficial to this project.	
24	The Vendor's systems shall store all versions of standardized and ad-hoc reports and outputs in a shared or restricted library / index based on user roles.	
25	The Vendor's reporting systems must include version control for all reports.	
26	The Vendor's reporting systems shall report by State caseworker, county, region, etc.	
27	The Vendor's systems shall identify the elements (e.g. timeliness, accuracy) by which to assess performance.	
28	The Vendor's reporting systems shall sort, search, and drill down on any parameter of a standard report.	
29	The Vendor's reporting systems must allow calculated values to be retrieved and used as a reporting element.	
30	The Vendor's reporting systems shall export reports to multiple formats (e.g. CSV, HTML, XML, PDF).	
31	The Vendor's systems must allow users to produce reports whenever the Illinois EEV Portal is available.	
32	The Vendor's systems must allow the users to perform reporting functions, such as running ad- hoc reports without degrading the performance of the system.	
33	The Vendor's reporting systems must allow the user to save and retrieve any adhoc report that has been created, including those in-progress with all report parameters and configurations.	
34	The Vendor's reporting systems shall allow reports to be electronically transferred.	

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	Requirement	
ID#	Requirement Text	Offeror Response
35	The Vendor's solution must provide security administration functionality to apply role-based user permissions based on role-based access control (RBAC) scheme based on the federal (ANSI) standard for RBAC.	
36	The Vendor's solution shall ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary of the Federal Department of Health and Human Services in the guidance issued under section 13402(h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), or any update to that guidance.	
37	The Vendor shall establish all initial user security roles and access permissions as defined by the State to ensure users are able to access the Illinois EEV Portal when it is launched in production.	
38	The Illinois EEV Portal, Vendor database, data-matching system, and any other applicable systems (collectively referred to as the "Vendor's solution") managed by the Vendor must maintain an audit trail of all electronic communications that contain personally identifiable information (PII) or personal health information (PHI) data as specified by the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA).	
39	The Vendor portal solution must provide single-sign-on capability for State staff and must provide automatic sign-off protections.	

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APPENDIX C

Appendix C: HIPAA Compliance Obligations

A. Definitions.

- 1. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR section 164.501.
- 2. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR section 164.502(g).
- 3. "PHI" means Protected Health Information, which shall have the same meaning as the term "protected health information" in 45 CFR section 164.501, limited to the information created or received by Vendor from or on behalf of the Agency.
- 4. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and 45 CFR Part 164 subparts A and E.
- 5. "Required by law" shall have the same meaning as the term "required by law" in 45 CFR section 164.501.

B. Vendor's Permitted Uses and Disclosures.

- 1. Except as otherwise limited by this Contract, Vendor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Agency as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by the Agency.
- 2. Except as otherwise limited by this Contract, Vendor may use PHI for the proper management and administration of Vendor or to carry out the legal responsibilities of Vendor.
- 3. Except as otherwise limited by this Contract, Vendor may disclose PHI for the proper management and administration of Vendor, provided that the disclosures are required by law, or Vendor obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person. Vendor shall require the person to whom the PHI was disclosed to notify Vendor of any instances of which the person is aware in which the confidentiality of the PHI has been breached.
- 4. Except as otherwise limited by this Contract, Vendor may use PHI to provide data aggregation services to the Agency as permitted by 45 CFR section 164.504(e)(2)(i)(B).
- 5. Vendor may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR section 164.502(j)(1).

C. Limitations on Vendor's Uses and Disclosures. Vendor shall:

- 1. Not use or further disclose PHI other than as permitted or required by the Contract or as required by law;
- 2. Use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Contract;
- 3. Mitigate, to the extent practicable, any harmful effect that is known to Vendor of a use or disclosure of PHI by Vendor in violation of the requirements of this Contract;

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APPENDIX C

- 4. Report to the Agency any use or disclosure of PHI not provided for by this Contract of which Vendor becomes aware;
- 5. Ensure that any agents, including a subcontractor, to whom Vendor provides PHI received from the Agency or created or received by Vendor on behalf of the Agency, agree to the same restrictions and conditions that apply through this Contract to Vendor with respect to such information;
- 6. Provide access to PHI in a Designated Record Set to the Agency or to another individual whom the Agency names, in order to meet the requirements of 45 CFR section 164.524, at the Agency's request, and in the time and manner specified by the Agency;
- 7. Make available PHI in a Designated Record Set for amendment and to incorporate any amendments to PHI in a Designated Record Set that the Agency directs or that Vendor agrees to pursuant to 45 CFR section 164.526 at the request of the Agency or an individual, and in a time and manner specified by the Agency;
- 8. Make Vendor's internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from the Agency or created or received by Vendor on behalf of the Agency available to the Agency and to the Secretary of Health and Human Services for purposes of determining the Agency's compliance with the Privacy Rule;
- Document disclosures of PHI and information related to disclosures of PHI as would be required for the Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
- 10. Provide to the Agency or to an individual, in a time and manner specified by the Agency, information collected in accordance with the terms of this Contract to permit the Agency to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR section 164.528;
- 11. Return or destroy all PHI received from the Agency or created or received by Vendor on behalf of the Agency that Vendor still maintains in any form, and to retain no copies of such PHI, upon termination of this Contract for any reason. If such return or destruction is not feasible, Vendor shall provide the Agency with notice of such purposes that make return or destruction infeasible, and upon the parties' written agreement that return or destruction is infeasible, Vendor shall extend the protections of the Contract to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI infeasible. This provision shall apply equally to PHI that is in the possession of Vendor and to PHI that is in the possession of subcontractor or agents of Vendor.

D. Agency Obligations. The Agency shall:

- 1. Provide Vendor with the Agency's Notice of Privacy Practices and notify Vendor of any changes to said Notice;
- 2. Notify Vendor of any changes in or revocation of permission by an individual to use or disclose PHI, to the extent that such changes may affect Vendor's permitted or required uses and disclosures of PHI;
- 3. Notify Vendor of any restriction to the use or disclosure of PHI that the Agency had agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect Vendor's use or disclosure of PHI;
- 4. Not request that Vendor use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Agency.

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APPENDIX C

E. Breach Requirements.

- 1. Sections 164.308, 164.310, 164.312 and 164.316 of title 45, Code of Federal Regulations, apply to the Vendor in the same manner that such sections apply to the Agency. The Vendor's obligations include but are not limited to the following:
 - a. Implementing administrative, physical, and technical safeguards that reasonably and appropriately
 protect the confidentiality, integrity, and availability of the electronic Protected Health Information
 that the Vendor creates, receives, maintains, or transmits on behalf of the covered entity as required
 by HIPAA;
 - b. Ensuring that any agent, including a sub Vendor, to whom the Vendor provides such information, agrees to implement reasonable and appropriate safeguards to protect the data; and
 - c. Reporting to the Agency any security incident of which it becomes aware.
- 2. Privacy Obligations. To comply with the privacy obligations imposed by HIPAA, Vendor agrees to:
 - a. Abide by any Individual's request to restrict the disclosure of Protected Health Information consistent with the requirements of Section 13405(a) of the HITECH Act;
 - b. Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the Underlying Agreement and this Addendum;
 - c. Report to the Agency any use or disclosure of the information not provided for by the Underlying Agreement of which the Vendors becomes aware;
 - d. Ensure that any agents, including a sub Vendor, to whom the Vendor provides Protected Health Information received from the Agency or created or received by the Vendor on behalf of the Agency, agrees to the same restrictions and conditions that apply to the Vendor with respect to such information;
 - e. Make available to the Agency within 10 calendar days Protected Health Information to comply with an Individual's right of access to their Protected Health Information in compliance with 45 C.F.R. § 164.524 and Section 13405(f) of the HITECH Act;
 - f. Make available to the Agency within 15 calendar days Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with 45 C.F.R. § 164.526;
 - g. Make available to the Agency within 15 calendar days the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528 and Section 13405(c) of the HITECH Act;
 - h. To the extent practicable, mitigate any harmful effects that are known to the Vendor of a use or disclosure of Protected Health Information or a Breach of Unsecured Protected Health Information in violation of this Addendum;
 - i. Use and disclose an Individual's Protected Health Information only if such use or disclosure is in compliance with each and every applicable requirement of 45 C.F.R. § 164.504(e);

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- j. Refrain from exchanging any Protected Health Information with any entity of which the Vendor knows of a pattern of activity or practice that constitutes a material breach or violation of HIPAA;
- k. To comply with Section 13405(b) of the HITECH Act when using, disclosing, or requesting Protected Health Information in relation to this Addendum by limiting disclosures as required by HIPAA.
- 3. Breach Notification. In the event that the Vendor discovers a Breach of Unsecured Protected Health Information, the Vendor agrees to take the following measures within 10 calendar days after the Vendor first becomes aware of the incident:
 - a. To notify the Agency of any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. parts D and E. Such notice by the Vendor shall be provided after the Vendor first becomes aware of the incident, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Vendor must notify the Agency of any such incident within the above timeframe even if Vendor has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA. The Vendor is deemed to have become aware of the Breach as of the first day on which such Breach is known or reasonably should have been known to such entity or associate of the Vendor, including any person other than the individual committing the Breach, that is an employee, officer or other agent of the Vendor or an associate of the Vendor;
 - b. To include the names of the Individuals whose Unsecured Protected Health Information has been, or is reasonably believed to have been, the subject of a Breach;
 - c. To complete and submit the Breach Notice form to the Agency (see Exhibit A); and
 - d. To include for the Agency a sample copy of the notice that was used to inform individuals about the breach.
- 4. Notification Duty. It is Vendors duty to provide the Breach notification to the affected individuals unless Agency agrees to provide the Breach notification.
- 5. Costs. Vendor assumes all costs for providing Breach notification unless Agency agrees to assume any costs.
- 6. Indemnification for Breach Notification. Vendor shall indemnify the Agency for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured Protected Health Information in a manner not permitted under 45 C.F.R. parts D and E.
- 7. Security Rule Compliance. Vendor shall comply with the Security Rule's administrative, physical and technical safeguard requirements. As part of compliance with the Security Rule, Vendor shall develop and implement written security policies and procedures with respect to the electronic PHI they handle. By signing this Amendment, the Vendor assures and acknowledges compliance with the requirements of HITECH including meeting the administrative, physical and technical safeguard requirements of the HIPAA Security Rule. (45 CFR Part 160, 162, 164.) Vendor also assures and acknowledges that the electronic PHI they transmit is encrypted and that it will adopt internal procedures for reporting breaches and mitigating potential damages.
- **F. Interpretation.** Any ambiguity in this Contract shall be resolved in favor of a meaning that permits the Agency to comply with the Privacy Rule.

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APPENDIX C

(Appendix C)

EXHIBIT A

NOTIFICATION TO THE AGENCY OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION

Vendor must complete this form to notify HFS pursuant to the Vendor Agreement for any Breach of Unsecured Protected Health Information. In accordance with the Vendor Agreement, notice must occur immediately or within 10 calendar days after the breach being discovered.

Notice shall be provided to:

(1) Contract Administrator Quincy Grimes, in compliance with the Notice Requirements of the Underlying Agreement, at:

Illinois Department of Healthcare and Family Services

Attn: Quincy Grimes Bloom Building, 3rd Floor 201 South Grand Avenue East Springfield, Illinois 62763

(2) HFS Privacy Officer, in compliance with the Notice Requirements of the Underlying Agreement at:

Illinois Department of Healthcare and Family Services

Attn: Privacy Officer Bloom Building, 3rd Floor 201 South Grand Avenue East Springfield, Illinois 62763

Information to be Submitted by Vendor:

Contract Information:
Contract Number:
Contract Title:
Contact Person for this Incident:
Contact Person's Title:
Contact's Address:
Contact's E-mail:
Contact's Telephone No.:

NOTIFICATON:

Vendor hereby notifies the Agency that there has been a Breach of Unsecured Protected Health Information that Vendor has used or has had access to under the terms of the Vendor Agreement, as described in detail below:

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Date of Discovery of Breach:
Detailed Description of the Breach:
Types of Unsecured Protected Health Information involved in the Breach (such as full name, SSN, Date
of Birth, Address, Account Number, Disability Code, etc. – List All).
What steps are being/have been taken to investigate the breach, mitigate losses, and protect against
any further breaches?
Number of Individuals Impacted. If over 500, identify whether individuals live in multiple states.
Submitted by:
Signature: Date:
Printed Name and Title: